

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-372

Agenda No. 10-A

Approved: MAY 10 2017

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

### COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2017 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2017 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2017 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$325,090,940**.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

NUMBER	ACCOUNT	FROM:	TO:
20-104	Architecture O/E	\$ 9,295.00	\$ 14,295.00
20-120	City Clerk O/E	\$ 29,419.00	\$ 41,419.00
20-116	Workforce Management O/E	\$ 115,000.00	\$ 123,900.00
20-117	Health Benefits O/E	\$ 2,150.00	\$ 2,650.00
20-150	Tax Assessor O/E	\$ 91,691.00	\$ 131,691.00
25-267	Public Safety O.S.H.A	\$ 350,000.00	\$ 450,000.00
43-495	Public Defender O/E	\$ 68,744.00	\$ 133,744.00
26-290	DPW Director's Office	\$ 7,000,000.00	\$ 10,000,000.00
26-291	DPW Building & Street Maint. O/E	\$ 871,012.00	\$ 1,281,012.00
29-293	DPW Neighborhood Improv. O/E	\$ 9,620.00	\$ 15,620.00
26-315	DPW Automotive O/E	\$ 1,800,000.00	\$ 2,350,000.00
31-433	Office Services O/E	\$ 884,380.00	\$ 1,254,380.00
31-434	Gasoline All Depts. O/E	\$ 507,000.00	\$ 707,000.00
27-330	HHS Director's Office O/E	\$ 37,505.00	\$ 106,845.00
27-331	HHS Environmental Health O/E	\$ 169,974.00	\$ 176,204.00
27-333	HHS Disease Prevention O/E	\$ 16,412.00	\$ 32,053.00
27-334	HHS Community Health & Wellness O/E	\$ 8,988.00	\$ 9,988.00
27-335	HHS Senior Affairs. O/E	\$ 27,134.00	\$ 38,634.00
27-336	HHS Animal Care & Control O/E	\$ 100,000.00	\$ 300,000.00
27-337	HHS Food & Nutrition O/E	\$ 13,000.00	\$ 27,200.00
30-471	Prior Year Bills	\$ 2,229.00	\$ 4,030.00
36-472	Contrib. Public Employees Retirement	\$ 4,120,750.00	\$ 4,130,750.00
	<b>Total Increase:</b>		<b>\$ 5,097,112.00</b>

City Clerk File No. Res. 17-372Agenda No. 10.A MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY  
APPROPRIATION**

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2017  
Municipal Budget.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

for Corporation Counsel

Certification Required ☐Not Required ☒

APPROVED

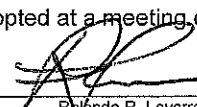
9-0

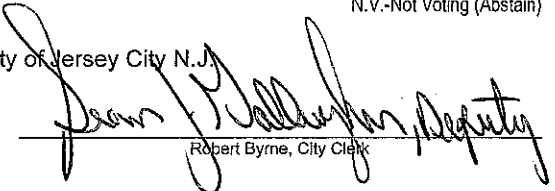
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMEN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY  
APPROPRIATION****Initiator**

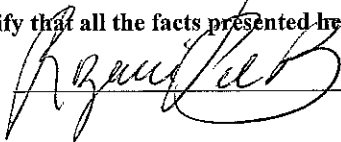
Department/Division	ADMINISTRATION	BUDGET
Name:	Rozani Pelc	
Phone/email	201-547-4964	PelcR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This Resolution is to increase the temporary budget to cover expenses.

I certify that all the facts presented herein are accurate.



May 2, 2017

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-373

Agenda No. 10.B

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT #420, A/K/A BLOCK 897, LOT 10**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, on December 17, 2010 Starky Bibb purchased condominium unit 420 at the property located at 1209 Summit Avenue, a/k/a Block 897, Lot 10 (the "Property"); and

**WHEREAS**, the Property received a municipal subsidy of \$83,333, which was secured by a mortgage and note and recorded against the Property with the County Register's Office; and

**WHEREAS**, the City's municipal subsidy was subject generally to the applicable guidelines under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency; and

**WHEREAS**, the terms of the mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter; and

**WHEREAS**, the City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, Mr. Bibb, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$36,246.58; and

**WHEREAS**, Mr. Bibb is presently in the process of selling the property; and

**WHEREAS**, the prospective buyer has agreed to allow the City to maintain a recorded interest in the property after closing in order to ensure compliance of the one year continuous occupancy; and

**WHEREAS**, since the new owner has agreed to provide the City with a recorded interest in the property to ensure compliance with the one year occupancy, the City can discharge the total amount of the subsidy.

**NOW, THEREFORE, BE IT RESOLVED**, by the Jersey City Municipal Council that:

1. The Business Administrator is authorized to execute a Discharge of Mortgage of the City Mortgage affecting property located at 1209 Summit Avenue, Unit 420 a/k/a Block 897, Lot 10.
2. The new owner will execute a document to be recorded against the property which requires new owner to continuously occupy the property for one year after closing.

JML  
5/01/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

*Joanne Monahan*  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT #420, A/K/A BLOCK 897, LOT 10
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**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of City's mortgage because the owner is selling the above unit.
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I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-374  
Agenda No. 10-C  
Approved: MAY 10 2017  
TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 347 ARMSTRONG AVENUE, A/K/A BLOCK 24704, LOT 29, F/K/A BLOCK 1280.B, LOT 35

**COUNCIL**

**offered and moved adoption of the following resolution:**

**WHEREAS**, on June 13, 2005, Tessa and Norma Farrell (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$21,922.22 made under the Golden Neighborhoods Homeownership Program; and

**WHEREAS** the Second Mortgage was recorded in Book 12953 at Page 00322 of the Register of Deeds for Hudson County on June 14, 2005; and

**WHEREAS**, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 347 Armstrong Avenue, Jersey City, also known as Block 24704, Lot 29, f/k/a Block 1280.B, Lot 35; and

**WHEREAS**, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$21,922.22 affecting 347 Armstrong Avenue, Jersey City, also known as Block 24704, Lot 29, f/k/a Block 1280.B, Lot 35.

JML/he  
04/27/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-10-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage 347 Armstrong Avenue, A.K.A. Block 24704, Lot 29 and F.K.A. Block 1280.B, Lot 35

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of City's mortgage because the GNHP restrictive period has expired.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/25/17  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-375

Agenda No. 10.0

Approved: MAY 10 2017

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 86 ATLANTIC AVENUE, A/K/A BLOCK 18504, LOT 46, F/K/A BLOCK 1960, LOT 74

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, on May 18, 2004, Lela Andersen (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,725.00 made under the Home Owner Rehabilitation Program; and

**WHEREAS** the Second Mortgage was recorded in Book 11585 at Page 00020 of the Register of Deeds for Hudson County on June 9, 2004; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 86 Atlantic Avenue, Jersey City, also known as Block 18504, Lot 46, f/k/a Block 1960, Lot 74; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$5,725.00 affecting 86 Atlantic Avenue, Jersey City, also known as Block 18504, Lot 46, f/k/a Block 1960, Lot 74.

JML/he  
04/27/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 86 Atlantic Avenue

**Initiator**

<b>Department/Division:</b>	<b>HEDC</b>	<b>Community Development</b>
<b>Name/Title:</b>	Carmen Gandulla	<b>Initialed:</b> Director
<b>Phone/Email:</b>	201-547-5304	Cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 86 Atlantic Avenue

Block: 18504 Lot: 46

HORP/SHRP Mortgage Amount: \$5,725.00

Execution Date of HORP/SHRP Mortgage: 5/18/2004

Recording Date of HORP/SHRP Mortgage: 6/9/2004 Book: 11585 Page: 20

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: 5/18/2009  
Maturity Date

       Satisfaction of HORP/SHRP Mortgage:                                            
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/21/17  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-376  
Agenda No. 10.E  
Approved: MAY 10 2017  
TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 118 HARRISON AVENUE, A/K/A BLOCK 17906, LOT 45, F/K/A BLOCK 1930, LOT L.1

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, on August 11, 2005, Frances Salisbury (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,900.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 13372 at Page 00135 of the Register of Deeds for Hudson County on September 20, 2005; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 118 Harrison Avenue, Jersey City, also known as Block 17906, Lot 45, f/k/a Block 1930, Lot L.1; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$5,900.00 affecting 118 Harrison Avenue, Jersey City, also known as Block 17906, Lot 45, f/k/a Block 1930, Lot L.1.

JML/he  
04/27/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



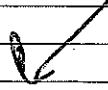
**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 118 Harrison Avenue

**Initiator**

Department/Division:	HEDC	Community Development
Name/Title:	Carmen Gandulla Initialed: 	Director
Phone/Email:	201-547-6910	Cgandulla@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose****Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 118 Harrison Avenue

Block: 17906 Lot: 45

HORP/SHRP Mortgage Amount: \$5,900.00

Execution Date of HORP/SHRP Mortgage: 8/11/2005

Recording Date of HORP/SHRP Mortgage: 9/20/2005 Book: 13372 Page: 00135

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: 8/11/2010  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/21/17  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-377  
Agenda No. 10.F  
Approved: MAY 10 2017  
TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 277 VAN NOSTRAND AVENUE, A/K/A BLOCK 25402, LOT 15, F/K/A BLOCK 1278, LOT A.36

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, on January 25, 2006, Carol Crystal (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$7,500.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 14056 at Page 00175 of the Register of Deeds for Hudson County on February 9, 2006; and

**WHEREAS**, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 277 Van Nostrand Avenue, Jersey City, also known as Block 25402, Lot 15, f/k/a Block 1278, Lot A.36; and

**WHEREAS**, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$7,500.00 affecting 277 Van Nostrand Avenue, Jersey City, also known as Block 25402, Lot 15, f/k/a Block 1278, Lot A.36.

JML/he  
04/27/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Joanne Monahan  
for Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 277 Van Nostrand Avenue

**Initiator**

Department/Division:	HEDC	Community Development
Name/Title:	Carmen Gandulla	Director
Phone/Email:	201-547-5304	Cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose****Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 277 Van Nostrand Avenue

Block: 25402 Lot: 15

HORP/SHRP Mortgage Amount: \$7,500

Execution Date of HORP/SHRP Mortgage: 1/25/2006

Recording Date of HORP/SHRP Mortgage: 2/9/2006 Book: 14056 Page: 175

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: 1/25/2016  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/21/17  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-378  
Agenda No. 10.G  
Approved: MAY 10 2017  
TITLE:



## **RESOLUTION APPROVING THE SALE OF 327-329 DR. MARTIN LUTHER KING DRIVE BY THE BANKRUPTCY TRUSTEE TO BH VENTURES LLC AND AUTHORIZING BH VENTURES LLC TO ASSUME THE CITY'S MORTGAGE THAT AFFECTS THE PROPERTY**

**COUNCIL**  
**following resolution:**

**offered and moved adoption of the**

**WHEREAS**, G&H Development and Construction Co. (Developer) was the owner of Block 22503, Lots 43 and 48, a/k/a 327-329 Dr. Martin Luther King Drive (Property), and participated in the City of Jersey City's (City) affordable housing program; and

**WHEREAS**, on September 29, 1995, the Developer received a total loan from the City in the amount of \$255,000.00, which consisted of \$80,000.00 from the City's Home Program and \$175,000.00 from the City's CDBG Program, to renovate four (4) residential apartments and maintain them as affordable rental units for a 30 year period commencing on the date of the issuance of a permanent certificate of occupancy; and

**WHEREAS**, the City's mortgage dated September 29, 1995 was recorded as a second lien against the Property; and

**WHEREAS**, the Property was subject to the covenants, conditions, and restrictions set forth in the Affordable Housing Agreement dated September 29, 1995 and recorded in Deed Book 4910 at page 190; and

**WHEREAS**, the Developer transferred the Property to Jean Gaskin and Varnell Linton in 1999 and Jean Gaskin assumed the Developer's mortgage with the City; and

**WHEREAS**, the Property remained subject to the 30 year affordability restriction set forth in the mortgage and in the Affordable Housing Agreement; and

**WHEREAS**, because of a bankruptcy filing, the Property is now under the control of the bankruptcy trustee, Steven P. Kartzman, Esq. (Trustee); and

**WHEREAS**, the Trustee desires to sell the property to BH Ventures LLC (Buyer) for the sum of \$425,000.00; and

**WHEREAS**, the Buyer agrees to assume the mortgage made by the Developer to the City on September 29, 1995, recorded in Mortgage Book 5761 at page 159, and the Property will remain subject to the to the covenants, conditions, and restrictions set forth in the Affordable Housing Agreement dated September 29, 1995; and

**WHEREAS**, the Property will continue to be affordable housing rental units until November 29, 2029; and

**WHEREAS**, the sale to the Buyer is a cash transaction and the City's mortgage will be a first lien against the Property; and

**WHEREAS**, the Division of Community Development (Division) recommends that the sale by the Trustee to the Buyer be approved by the City; and

City Clerk File No. Res. 17-378Agenda No. 10.G MAY 10 2017

TITLE: **RESOLUTION APPROVING THE SALE OF 327-329 DR. MARTIN LUTHER KING DRIVE BY THE BANKRUPTCY TRUSTEE TO BH VENTURES LLC AND AUTHORIZING BH VENTURES LLC TO ASSUME THE CITY'S MORTGAGE THAT AFFECTS THE PROPERTY**

**WHEREAS**, the Division has reviewed the appraisal report and determined that the value of the property (\$425,000.00) supports the City's loan and has further reviewed the title commitment and determined that there are no other judgments or liens affecting the Property.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the City of Jersey City approves the sale of Block 22503, Lots 43 and 48, a/k/a 327-329 Dr. Martin Luther King Drive to BH Ventures LLC and the Mayor or Business Administrator is authorized to execute a mortgage assumption agreement, in a form to be approved by Corporation Counsel, approving the assumption by BH Ventures LLC of the September 29, 1995 mortgage made by G&H Development and Construction Co. to the City affecting Block 22503, Lots 43 and 48.

RR  
5-2-17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

APPROVED

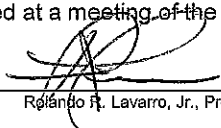
9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando F. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION APPROVING THE SALE OF 327-329 DR. MARTIN LUTHER KING DRIVE BY THE BANKRUPTCY TRUSTEE TO BH VENTURES LLC AND AUTHORIZING BH VENTURES LLC TO ASSUME THE CITY'S MORTGAGE THAT AFFECTS THE PROPERTY**

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandula	Director
Phone/email	547-5304	CGandula@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

G&H Development and Construction Co. (Developer) was the owner of 327-329 MLK Drive (Property), and participated in the City's affordable housing program. On Sept. 29, 1995, the Developer received a total loan from the City in the amount of \$255,000.00 to renovate 4 residential apartments and maintain them as affordable rental units for a 30 year period commencing on Nov. 29, 1999. The City's mortgage was recorded as a second lien against the Property. The Developer transferred the Property to Jean Gaskin and Varnell Linton in 1999 and Jean Gaskin assumed the City's mortgage. Because of a bankruptcy filing, the Property is now under the control of the bankruptcy trustee, Steven P. Kartzman, Esq. (Trustee). The Trustee desires to sell the property to BH Ventures LLC (Buyer) for the sum of \$425,000.00. The Buyer agrees to assume the City's mortgage and the Property will remain as affordable housing rental units until November 29, 2029. Community Development recommends that the City approve the sale.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-379

Agenda No. 10.H

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE EXTENSION OF TIME  
TO COMPLETE THE CONDITIONS OF SALE AFFECTING  
BLOCK 23405 LOT 26 LOCATION 265 MARTIN LUTHER  
KING DRIVE**

**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, on August 26, 2014, the Municipal Council of the City of Jersey City passed and adopted an Ordinance authorizing the conveyance of 265 Martin Luther King Drive ("Property") to the Urban League of Hudson County ("Urban League"), non-profit corporation pursuant to N.J.S.A. 40A:12-21(k); and

**WHEREAS**, on November 3, 2014 a Quitclaim Deed was released to the Urban League transferring the Property to the Urban League; and

**WHEREAS**, the Deed required the Urban League to rehabilitate the Property and obtain a Certificate of Occupancy no later than March 31, 2017; and

**WHEREAS**, as per the attached two letters from Muhammad I. Umar, Acting President/CEO of the Urban League it is requesting that the City grant the Urban League an additional two years to obtain a Certificate of Occupancy; and

**WHEREAS**, Mr. Umar has provided the Real Estate Office with construction drawings prepared by Helena Ruman, Architect

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that said request for a two (2) year extension to complete the conditions of sale on Block 23405 Lot 26 location 265 Martin Luther King Drive on the Tax Map of Jersey City, New Jersey is hereby approved.

APPROVED: [Signature]  
Business Administrator

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE THE CONDITIONS OF SALE AFFECTING BLOCK 23405 LOT 26 LOCATION 265 MARTIN LUTHER KING DRIVE.**

**Initiator**

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance/Resolution Purpose**

On August 26, 2014, the Municipal Council of the City of Jersey City passed and adopted an Ordinance authorizing conveyance of 265 Martin Luther King Drive ("Property") to the Urban League of Hudson County ("Urban League"), non-profit corporation pursuant to N.J.S.A. 40A: 12-21 (k). on November 3, 2014 a Quitclaim Deed was released to the Urban League transferring the Property to the Urban League. The Deed required the Urban League to rehabilitate the Property no later than March 31, 2017. The Urban is requesting that the City grant an additional two years.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

5/1/17  
\_\_\_\_\_  
Date





**URBAN LEAGUE**  
OF HUDSON COUNTY

*Empowering Communities.  
Changing Lives.*



Robert Kocielek, Board Chairperson  
Muhammad Umar, Acting President/CEO

February 7, 2017

Ms. Ann Marie Miller  
Real Estate Manager  
City of Jersey City  
Division of Real Estate  
365 Summit Avenue Suite 239  
Jersey City, New Jersey 07306

Re: 265 Martin Luther King Jr. Drive

Dear Ms. Miller:

I am Muhammad Umar, Acting President/CEO of the Urban League of Hudson County Inc. This letter is to introduce myself to you and also to discuss the status of the vacant lot, 265 Martin Luther King Jr. Drive in Jersey City we acquired in June 2014.

As you may know, the former President/CEO, Elnora Watson passed away in June 2016 and the Property Manager, Gladys Payton has since left the organization.

In reviewing your letter as it pertains to the terms and conditions in acquiring the property, as well as the former property manager's files of obtaining proposals, building material quotes, architect drawings, ground abatement etc. and hiring a new property manager, the agency will not be able to properly develop the lot or provide a Certificate of Occupancy on or before March 31, 2017 due date.

In lieu of the current situation and the assessment recommendations of the property by the newly hired property manager, time is what we need to properly and efficiently develop the lot. I am asking that you, if it's at all possible, to extend the current deadline from March 31, 2017 to March 31, 2019 for the ULOHC to produce the Certificate of Occupancy.

I would like to meet with you at your earliest convenience to discuss the possibilities of an extension. I can be reached at 201-451-8888 ext. 246.

Sincerely,

Muhammad I. Umar  
Acting President/CEO



**URBAN LEAGUE**  
OF HUDSON COUNTY

*Empowering Communities.  
Changing Lives.*

Robert Kociolek, Board Chairperson  
Muhammad Umar, Acting President/CEO

March 30, 2017  
Ms. Ann Marie Miller  
Real Estate Manager  
City of Jersey City  
Division of Real Estate  
365 Summit Ave, Suite 239  
Jersey City, NJ 07306

Re: 265 Martin Luther King Drive

Dear Ms. Miller:


Enclosed for your review are various conceptual drawing for the multi-residential/mixed-use building the League is proposing to construct at 263 and 265 Martin Luther King Dr. The development site is adjacent to our existing headquarters at 253-261 Martin Luther King Dr.

As you will note, the drawings were developed on our behalf by Helena Ruman Architects. The League and the Ruman firm have a history of working together. Not only does the firm has a reputation for performing excellent design work, but, as it relates to this particular project, is also very knowledgeable of the building and design implications of the Jackson Hill Redevelopment Project.

The proposed development project will entail construction of a new five story high building with sixteen residential units on the second through fifth floors and 4,000 square feet of commercial space on the first floor. As depicted in the floor plan drawings, the layout for the residential component will be identical for the second through fifth floors of the building. The proposed design scheme will yield 1- three bedroom unit and 3 – two bedroom unit on each floor.

The commercial space on the ground floor will be developed for use by two tenants. The layout of the commercial component will be constructed as white box space to accommodate prospective tenant fit-out and improvements.

It would be greatly appreciated if you would give me a call once you have had the opportunity to review the enclosed documents so that we can discuss the next steps for extending the timeline on this project

Sincerely,  
  
Muhammad I. Umar  
Acting President/ CEO

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-380  
Agenda No. 10.1  
Approved: MAY 10 2017  
TITLE:



## RESOLUTION CANCELLING 2015 AND 2016 REAL ESTATE TAXES ON BLOCK 18501 LOT 2 ALSO KNOWN AS 121 CLINTON AVENUE

### COUNCIL FOLLOWING RESOLUTION:

### OFFERED, AND MOVED ADOPTION OF THE

**WHEREAS**, 121 Clinton Avenue, also known as block 18501 lot 2 has been demolished in April 2014; and

**WHEREAS**, the property was billed based on the original assessment for tax years 2015 and 2016; and

**WHEREAS**, the property should have only been assessed on the land value for tax years 2015 and 2016; and

**WHEREAS**, the Tax Collector's tax account for block 18501 lot 2, also known as 121 Clinton Avenue shows a total billing on improvements and land for tax years 2015 and 2016; and

**WHEREAS**, the tax collector would like to cancel the improvement portion of \$3,090.56 for the tax year 2015 and 3,180.51 for the tax year 2016 a total of \$6,270.57; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the improvement portion for 2015 and 2016 on BLOCK 18501 LOT 2 also known as 121 Clinton Avenue is hereby canceled in the amount of \$6,270.57.

APPROVED: \_\_\_\_\_

*[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
Rolando R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION CANCELLING OF 2015 AND 2016 REAL ESTATE TAXES ON  
BLOCK 18501 LOT 2 ALSO KNOWN AS 121 CLINTON AVENUE

**Initiator**

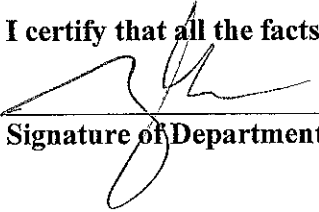
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	Anthony Esposito	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Correct the billing for the 2015 and 2016 tax years. The property was assessed on improvements when the property should have only be billed on the assessment of the land value only.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



OFFICE OF THE CITY ASSESSOR  
280 Grove Street  
Jersey City, NJ 07302  
Tel. 201-547-5131 Fax 201-547-4949

**Eduardo Toloza**  
Assessor

DATE: March 16, 2017  
TO: Ann Doyle, Tax Collector  
FROM: Ed Toloza, Assessor  
SUBJECT: **Block 18501 Lot 2**  
**A/K/A 121 Clinton Avenue**

---

Please be advised that the structure on the above captioned property has been demolished and we still carry the improvement assessments to date. This Office was informed about the demolition in April of 2014 and it should have been carried as vacant land for the following taxing years. Therefore, subject property should be assessed as vacant land and the difference in taxes should be cancelled.

Could you please cancel \$6,270.57, representing the erroneous assessments for 2015 and 2016, each in the amount of \$3,090.06 and \$3,180.51, respectively.

If you have any question on this matter, please don't hesitate to give me a call.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-381

Agenda No. 10.J

Approved: MAY 10 2017

TITLE:



## RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

**COUNCIL**  
Resolution:

offered and moved adoption of the following

**WHEREAS**, on April 24, 2017 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the McGinley Square Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

**WHEREAS**, the owners were duly sent a notice of the public hearing on the Assessment Roll which notice was also advertised in a newspaper of general circulation; and

**WHEREAS**, on May 10, 2017, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

**WHEREAS**, the Municipal Council considered the comments at the public hearing; and

**WHEREAS**, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the McGinley Square Special Improvement District for the budget year July 1, 2017 through June 30, 2018; and

**NOW THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the McGinley Square Special Improvement District;
2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**PUBLIC NOTICE - CITY OF JERSEY CITY**  
**2017 - 2018 MCGINLEY SQUARE**  
**SID ASSESSMENT ROLL**

Block	Lot	Qual	Owner	Property Location	Bill Amt
15003	17		101 STORMS AVENUE ASSOC. LLC	101 STORMS AVE.	\$379.43
15004	5	C8006	124 STORMS AVE. CONDO % BSG MGNMT	124-130 STORMS AVE.	\$212.48
13303	18		2 GLENWOOD AVE.,LLC,%N.OSTROW,INC	2 GLENWOOD AVE.	\$924.73
13502	27		256 SUMMIT AVENUE, L.L.C.	256 SUMMIT AVE.	\$1,168.63
15003	27		264 FAIRMONT OPPORTUNITY,LLC%N.OSTR	264 FAIRMOUNT AVE.	\$337.69
15004	21		289 MONTICELLO AVE LLC	289 MONTICELLO AVE.	\$576.73
13502	24		646 MONTGOMERY LLC	646 MONTGOMERY ST.	\$379.43
13502	26	C0101	650 MONTGOMERY HOLDING, LLC	650 MONTGOMERY ST.	\$288.36
16502	27	C8001	673-675 BERGEN, L.L.C.	673 BERGEN AVE.	\$303.54
16502	26	C8001	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	\$303.54
15102	28		7 JORDAN LLC	6 JORDAN AVE.	\$379.43
15002	7		704 BERGEN AVE.,LLC%N.OSTROW,INC.	704 BERGEN AVE.	\$379.43
16501	24		711 BERGEN AVE., L.L.C.	711 BERGEN AVE.	\$533.02
16501	23		713-715 BERGEN REALTY %JASCO MGMNT	713 BERGEN AVE.	\$897.42
15003	1		716-18 BERGEN AVE.LLC,%N.OSTROW,INC	716-718 BERGEN AVE	\$1,346.66
15003	2.01		720-726 BERGEN AVE.URBAN RENEW.LLC	280 FAIRMOUNT AVE.	\$1,446.52
16501	20		725 BERGEN AVENUE, LLC %KABR GROUP,	725 BERGEN AVE.	\$419.49
16501	19		725 BERGEN AVENUE,LLC	727 BERGEN AVE.	\$416.46
15004	12		729-735 MONTGOMERY STREET, LLC	733 MONTGOMERY ST.	\$607.08
15004	13		729-735 MONTGOMERY STREET, LLC	729 MONTGOMERY ST.	\$750.05
15004	7		740 BERGEN, LLC	740 BERGEN AVE.	\$1,368.36
15004	8		742 BERGEN, LLC	742-744 BERGEN AVE.	\$650.03
14904	9		749 BERGEN AVE.,LLC	749 BERGEN AVE.	\$379.43
14904	6		755-757 BERGEN AV CORP C/O J JA KIM	755-7 BERGEN AVE.	\$2,611.96
14904	1	C8001	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$432.54
14904	1	C8002	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$432.54
15002	17.01		AFSF ASSOCIATES, LLC	263 FAIRMOUNT AVE.	\$758.85
15002	5.01		AFSF ASSOCIATES, LLC	275 FAIRMOUNT AVE.	\$2,086.84
16501	28		ALAVA, BEATRIZ	703 BERGEN AVE.	\$253.00
15004	26		AMF REAL ESTATE, LLC	104 STORMS AVE.	\$1,092.74
15004	18		BAKI, EMAD & HAIDY	297 MONTICELLO AVE.	\$512.98
15004	19		BAKI, EMAD & HAIDY	295 MONTICELLO AVE.	\$579.76
14904	3		BARDACK, ALLAN ROY & RUBY CABATO	761 MONTGOMERY ST.	\$379.43
16502	28		BERGEN HALB LLC.	669 BERGEN AVE.	\$1,060.72
14904	2		BHA REALTY, LLC	763 MONTGOMERY ST.	\$379.43
16502	19		BINDLER, YOKAV & PROKOP, JANE	691 BERGEN AVE.	\$270.61
14904	10		C.A.U.S.E. INC. %THEODORE B. KING	739 BERGEN AVE.	\$820.17
15103	2		C.H.A.R.A.,LLC	641 MONTGOMERY ST.	\$588.87
15004	14		CALABRESE,M. & COSTA,D.	725 MONTGOMERY ST.	\$1,381.11
15004	20		COLARUSSO, JOHN J.	291 MONTICELLO AVE.	\$607.08
16502	17		CRUZ, RAMON E.	695 BERGEN AVE.	\$273.19
15004	16		CUPO, JOSEPH & ASSUNTA	47 ORCHARD ST.	\$379.43

Block	Lot	Qual	Owner	Property Location	Bill Amt
15003	5		DAEBOK LIMITED LIABILITY COMPANY	732 BERGEN AVE.	\$1,077.57
15102	7		DE CRESCA, ELLIS N.	667-669 MONTGOMERY ST.	\$761.89
15102	6		DE CRESCE, ELLIS N. & GRACE	671 MONTGOMERY ST	\$379.58
15003	3		DIAZ,JUSTO E.,FERMIN,PEDRO,M. & J.	728 BERGEN AVE.	\$349.83
15003	18		EGBUNA, HERBERT	99 STORMS AVE.	\$1,282.30
15003	4		GHATAS, VICTOR & FOTINI	730 BERGEN AVE.	\$379.43
15003	25		HBC PROPERTIES, LLC	260 FAIRMOUNT AVE.	\$379.43
16501	22		HORIZON HEALTH CENTER, INC.	719-721 BERGEN AVE.	\$642.44
16502	18		HUDCO BERGEN,LLC	693 BERGEN AVE.	\$270.61
15003	28		JIMENEZ, GLADYS A.	266 FAIRMOUNT AVE.	\$379.43
13502	25		KAPLAN, SANFORD	648 MONTGOMERY ST.	\$379.43
16501	30		KAYIAROS, PETER	699 BERGEN AVE.	\$253.00
15001	3		KHEYMAN, JOHN & BORIS	672 BERGEN AVE.	\$379.43
14904	7		KIM, CHONG MAN	753 BERGEN AVE.	\$377.91
15004	36		KIM, CHONG MAN	122 STORMS AVE.	\$379.43
14904	4		KIM, HYE JEONG	759 MONTGOMERY ST.	\$379.43
15004	35		KIM, JOHN C.& SEUNG HEE	120 STORMS AVE.	\$400.67
16501	25		KO PROPERTIES L.L.C	709 BERGEN AVE.	\$268.78
16501	27		KOTLER, ARCADY & ELINA	705 BERGEN AVE.	\$271.21
14904	11		KRAUSE, STANLEY	737 BERGEN AVE.	\$319.78
15102	2		LEELA PROP.& MANAGEMENT ASSOC. LLC	679 MONTGOMERY ST.	\$379.58
15102	3		LELLA PROP.&MANAGEMENT ASSOC. LLC	677 MONTGOMERY ST.	\$379.58
15001	2		LIN, ZHUANGHANG	670 BERGEN AVE.	\$679.78
15004	5	C8001	LISBO, RENIE	124-130 STORMS AVE.	\$212.48
15004	5	C8002	LISBO, RENIE	124-130 STORMS AVE.	\$212.48
15004	5	C8005	LOPEZ, LUIS E.	124-130 STORMS AVE.	\$212.48
16501	21		MCGINLEY SQUARE GROUP LLC	723 BERGEN AVE.	\$313.71
14904	5		MCGINLEY SQUARE VENTURES, LLC	755 MONTGOMERY ST.	\$672.80
14901	21		MICHELMAN BERGEN CENTER, LLC	759-789 BERGEN AVE.	\$6,824.64
15002	3		MONITCELLO EQUITY PROPERTIES LLC.	692 BERGEN AVE.	\$443.17
15101	1		MONTGOMERY ST. PROP. LLC	685-689 MONTGOMERY ST.	\$956.76
15101	2		MONTGOMERY ST. PROPERTIES, LLC	683 MONTGOMERY ST.	\$561.55
15002	2		MONTICELLO EQUITY PROPERTIES LLC	690 BERGEN AVE.	\$652.61
15002	19		MONTICELLO EQUITY PROPERTIES LLC	241 FAIRMOUNT AVE.	\$3,380.98
14904	12		NAMKUNG, JIN & JUNE	735 BERGEN AVE.	\$379.43
13502	22		NES REALTY, L.L.C.	642 MONTGOMERY ST.	\$408.56
15101	3		ORCHARD STREET PROPERTIES, L.L.C.	52 ORCHARD ST.	\$1,274.87
15102	4		PATEL ESTATES INC.	675 MONTGOMERY ST.	\$379.58
15102	5		PATEL ESTATES INC.	673 MONTGOMERY ST.	\$759.15
15102	8		PATEL, VRAJESH & BHUMIKA	663 MONTGOMERY ST.	\$388.38
15102	1		PERDOMO, LEIDIS M.	681 MONTGOMERY ST	\$1,335.58
15001	1		RASEM, SAADAH	666 BERGEN AVE.	\$458.50
15102	27	C0102	RUSHIN REALTY, LLC	4 JORDAN AVE.	\$379.43
15004	9		S.C.S. REALTY CORP.	746 BERGEN AVE.	\$379.43
15004	10		S.C.S. REALTY CORP.	750 BERGEN AVE.	\$1,541.83
14904	13		SALLOUM, ISSA & SALLOUM, FOUD	729 BERGEN AVE.	\$871.46



Block	Lot	Qual	Owner	Property Location	Bill Amt
14902	4		SAMSON, GABRIEL R. % THERESA SAMSON	3 TUERS AVE.	\$1,513.15
15004	5	C8004	SILKA, CORP.	124-130 STORMS AVE.	\$182.12
15004	5	C8003	SMITH, MONIQUE	124-130 STORMS AVE.	\$182.12
14904	8		SO, JOHN K. & KIMBERLY O.	751 BERGEN AVE.	\$380.94
15004	11		SOLIMAN, NAGUIB & DEL LA CRUZ, T.	737 MONTGOMERY ST.	\$303.54
15004	32.01		STORMS, LLC	116 STORMS AVE.	\$1,073.77
16502	27	C8002	THE USE GROUP, L.L.C.	673 BERGEN AVE.	\$303.54
15002	1		TLS REALTY, INC.	682-686 BERGEN AVE.	\$2,325.42
15003	20		WEST BERGEN HEIGHTS ASSOCIATES, LLC	250-254 FAIRMOUNT AVENUE	\$2,068.63
16502	22		YE, TAO & LI, BIN	685 BERGEN AVE.	\$270.61
16501	29		YEE, MEI TAI	701 BERGEN AVE.	\$253.00
13502	23		YESHA VIDEO, INC.	644 MONTGOMERY ST.	\$379.43
					\$72,335.84

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the McGinley Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on WEDNESDAY, May 10, 2017 at 6:00 P.M. at City Hall in the Anna and Anthony R. Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

**Robert Byrne, City Clerk**

**Steven M. Fulop, Mayor**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-382  
Agenda No. 10.K  
Approved: MAY 10 2017  
TITLE: \_\_\_\_\_



## RESOLUTION ADOPTING AND RATIFYING THE 2017-2018 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, at its meeting of April 12, 2017 the Municipal Council of the City of Jersey City introduced and approved the McGinley Square Special Improvements District following budget for the period July 1, 2017 through June 30, 2018, a copy which is attached; and

**WHEREAS**, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on May 10, 2017; and

**WHEREAS**, the Municipal Council has determined that at least one week prior to the hearing, a complete copy of the approved budget was advertised; and

**WHEREAS**, all persons having an interest in the budget were given the opportunity to present objections; and

**WHEREAS**, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertise; and

**WHEREAS**, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the Municipal Council of the City of Jersey City is required to adopt the budget by Resolution after closing the hearing.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The McGinley Square Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$98,311.51 for the McGinley Square Special Improvement District for the period July 1, 2017 through June 30, 2018, which sum shall be raised by taxation during the period July 1, 2017 through June 30, 2018.

City Clerk File No. Res. 17-382Agenda No. 10.K **MAY 10 2017**

TITLE:

2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.

3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.

4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the McGinley Square Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☒

Corporation Counsel


**APPROVED 9-0**

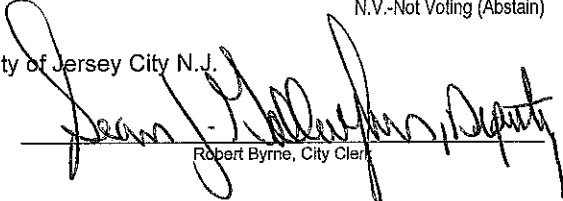
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

## 2017-18 MCGINLEY SQUARE PARTNERSHIP BUDGET

<u>REVENUES</u>	<u>Total Budget</u>	<u>NOTES</u>
Cash on Hand	18,000.00	projected bank balance on July 1, 2017
2017-18 SID taxes	72,336.51	same as past years
Street Banners	1,200.00	20 banners @ \$60 profit per banner
Build a Block Party	775.00	net profit after expenses
Bi-Monthly McGinley Shopper	<u>6,000.00</u>	projection of ads based on 2016 issues
<b>TOTAL REVENUE</b>	<b>98,311.51</b>	
<u>EXPENSES</u>		
Rent	1,800.00	same as 2016
Insurances	2,400.00	D&O:1600-Chubb (thru Feb 2018); General:\$800-The Hartford (thru May 2018)
Office Supplies	1,000.00	Supplies, bottled water, stamps
Audit/Tax Return	4,000.00	same as 2016
Telephone/Fax/Internet	<u>2,000.00</u>	same as 2016
Subtotal	11,200.00	
<b>Management (on-site/consultant)</b>	48,400.00	Staff adds 3 merchant interviews/wk, Halloween Costume Contest & corp banner solicitation (+3.5 hrs/wk)
<b><u>Marketing</u></b>		
Fundraising Campaign	9,000.00	project expenses designed to increase revenue to Partnership
Media Advertising	11,000.00	cable TV, print, social media, POP materials
Website/Facebook page	356.00	FTM \$10 monthly updates; SqSpace webhost-\$216;domain-\$20 (thru May 2018)
Thanksgiving Turkey Giveaway	810.00	purchase of 50 turkeys
Halloween Costume Contest	800.00	resumption of community contest with refreshments, prizes, ads
Miscellaneous	200.00	contribution to JCEDC "Shop Small Saturday" promotion
Holiday Lights-2017	<u>2,500.00</u>	Design Decorators (same as 2016)
Total Marketing Subtotal	24,666.00	
<b>Reserve</b>	<u>14,045.51</u>	no EDC loan needed 2017-18; for unanticipated expenses
<b>TOTAL EXPENSES</b>	<b>98,311.51</b>	

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the McGinley Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on WEDNESDAY, May 10, 2017 at 6:00 P.M. at City Hall in the Anna and Anthony R. Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

**Robert Byrne, City Clerk**

**Steven M. Fulop, Mayor**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-383

Agenda No. 10.1

Approved: MAY 10 2017

TITLE:



**RESOLUTION (1) INTRODUCING AND APPROVING THE 2017-2018 BUDGET OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET**

**COUNCIL**

offered and moved adoption of the following Resolution:

**WHEREAS**, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-087** the City of Jersey City established the Central Avenue Special Improvement District (CASID) to be operated by the Central Avenue Special Improvement District Management Corporation; and

**WHEREAS**, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

**WHEREAS**, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

**WHEREAS**, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

**WHEREAS**, the District Management Corporation of Central Avenue Special Improvement District has submitted its 2017-2018 fiscal year budget, July 1, 2017 – June 30, 2018 to the Council, a copy of which is attached hereto as Exhibit A; and

**NOW, THEREFORE BE IT RESOLVED**, with a majority of the full membership of the Council concurring that:

1. The 2017-2018 fiscal year budget, July 1, 2017 – June 30, 2018 of the Central Avenue Special Improvement District, attached hereto as Exhibit A, was approved by the Central Avenue Special Improvement District at its April 4, 2017 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 17-383Agenda No. 10.1 **MAY 10 2017**

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A. 40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
  - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
  - (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
  - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
  - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
  - (d) at least 10 days before the date of the scheduled hearing
    - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
    - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
    - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2017.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan  
Corporation CounselCertification Required ☐Not Required ☒

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5-10-17</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSTAINED			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rólando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Central Avenue SID Budget for FY18

Central Avenue SID Management Corporation  
366 Central Avenue, Suite 201 Jersey City NJ 07307  
Ph: 201.656.1366 Fx: 201.656.4037



**Central Avenue**  
SPECIAL IMPROVEMENT DISTRICT  
[www.JCHeights.com](http://www.JCHeights.com)

**Proposed Fiscal Year Budget July 1, 2017 - June 30, 2018**

Note: Members of the CASID voted to adopt this budget at the Annual Meeting of the Corporation held at 6:00 PM on Tuesday, April 4, 2017 at 366 Central Avenue, Jersey City.

#	Items	SID Assessment	Other Funding	Total
<b>REVENUES</b>				
1	SID Assessment*	101,607		101,607
2	Public Funds (Municipal)		0	0
3	Private/ Sponsorships/ Grant Awards		25,000	25,000
<b>TOTAL REVENUES =</b>		<b>101,607</b>	<b>25,000</b>	<b>\$ 126,607</b>
<b>EXPENSES</b>				
<i>Administrative Items</i>				
4	Audit & Accounting	2,670		2,670
5	Rent	6,900		6,900
6	Equipment	1,500		1,500
7	Office Supplies	3,037		3,037
8	Telephone/ Internet	1,838		1,838
9	Insurance (Director's, General Liability)	2,000		2,000
10	Other Professional Fees (i.e. legal, license.)	2,000		2,000
11	Administrative Services & Management	13,750		13,750
<b>Subtotal=</b>		<b>33,695</b>		<b>\$ 33,695</b>
<i>Business Development</i>				
12	Communications, Legal Notices, & Advertising	7,700	10,000	17,700
13	Creative Placemaking & Special Events	5,262	12,000	17,262
14	Marketing and Public Relations Services	27,500		27,500
15	Public Affairs/ Support Services	13,750	3,000	16,750
16	Holiday Lighting/ Streetscape Decorations	12,500		12,500
17	Website	1,200		1,200
<b>Subtotal=</b>		<b>67,912</b>	<b>25,000</b>	<b>\$ 92,912</b>
<i>Operation</i>				
18	Cleaning & Maintenance Operation (Sidewalk Sweeping)	-		-
<b>Subtotal=</b>		<b>-</b>	<b>-</b>	<b>\$ -</b>
<b>TOTAL EXPENSES =</b>		<b>101,607</b>	<b>25,000</b>	<b>\$ 126,607</b>
<b>REVENUE / EXPENSE SUMMARY</b>				
		SID Assessment	Private/ other	Total
Revenues		\$ 101,607	\$ 25,000	\$ 126,607
Expenses		\$ 101,607	\$ 25,000	\$ 126,607
Excess / Deficiencies		\$ -	\$ -	\$ -

\*SID Assessment: New Rate (\$16.50) x Commercial Property Front Footage (total of 6,158 feet in the district) = \$101,607

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-384

Agenda No. 10.M

Approved: MAY 10 2017

TITLE:



## RESOLUTION REAPPOINTING FREDDIE KITCHENS AS A MEMBER OF THE JERSEY CITY HOUSING AUTHORITY

### COUNCIL

### OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 2, 2017 that he has reappointed **Freddie Kitchens** of 325A Bramhall Avenue, Jersey City, New Jersey, as a member of the **Jersey City Housing Authority**, for a term to commence upon adoption of this resolution and expire on May 16, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Freddie Kitchens** as a member of the **Jersey City Housing Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

# CITY OF JERSEY CITY

## OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

May 2, 2017

Report of Directors  
8.c  
Meeting 05.10.2017

President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear Council President and Members:

Kindly be advised that I have reappointed **Freddie Kitchens**, of 325A Bramhall Avenue, Jersey City, New Jersey 07304, to serve as a **Member** of the **Jersey City Housing Authority**. His term will commence on upon adoption of a resolution and expire on May 16, 2022.

I respectfully request your advice and consent on this appointment.

Sincerely,

Steven M. Fulop  
Mayor

c: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Marvin L. Walton, Executive Director, J.C. Housing Authority  
Mark Albiez, Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Freddie Kitchens

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-385  
Agenda No. 10.N  
Approved: MAY 10 2017  
TITLE:



## A RESOLUTION HONORING REVEREND NATHANIEL B. LEGAY FOR 10 YEARS OF PASTORAL SERVICE TO THE METROPOLITAN A.M.E. ZION CHURCH

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Metropolitan African Methodist Episcopal (A.M.E.) Zion Church is the oldest African American congregation in Jersey City, NJ, first organized in 1846 by the Rev. Timothy Tate and moving to its current location on Bergen Avenue nearly 50 years ago; and,

**WHEREAS**, in 1972 **Reverend Nathaniel B. Legay** joined the Metropolitan AME Zion Church in Jersey City, serving as lay minister, trustee, class leader, Sunday School teacher, youth minister, and business manager; and,

**WHEREAS**, under the Pastoral leadership of the late Reverend Dr. Andrew Wesley Mapp, **Reverend Nathaniel B. Legay** received his Exhorters License in 1984, going on to earn his Local Preachers' License in 1986 under the pastoral leadership of Reverend George W. Maize III; and,

**WHEREAS**, **Reverend Nathaniel B. Legay** was ordained a Deacon in 1988 at the New Jersey Conference, and ordained an Elder the following year at the Pee Dee Conference in South Carolina; and,

**WHEREAS**, following Pastoral charges at AME Zion churches in Chesterfield, SC, Westwood, NJ, Newark, NJ, and the Bronx, NY, **Reverend Nathaniel B. Legay** has served the Jersey City Metropolitan A.M.E. Zion Church for the past decade; and,

**WHEREAS**, in addition to serving his congregation, **Reverend Nathaniel B. Legay** is also an active member of the Jersey City branch of the NAACP, the Urban League of Hudson County, is a founding member of the Greenville Steering Committee, and is currently he Dean of the Jersey City District Local Preachers and Exhorters Institute;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby recognize and honor **Reverend Nathaniel B. Legay** for his decade of service to the Metropolitan A.M.E. Zion Church.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-386

Agenda No. 10.0

Approved: MAY 10 2017

TITLE:



## A RESOLUTION CONGRATULATING PUBLIC SCHOOL 28 ON WINNING FIRST PLACE IN THE 2017 LEXUS ECO CHALLENGE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, every year since 2006, the auto manufacturer Lexus has held a competition for students across America in grades six through twelve to create practical solutions to environmental problems, offering prize money and scholarships to teams judged to have created the best action plans to solve the problems they identified; and

**WHEREAS**, for the 2016-2017 school year, sixth and eighth graders from **PS 28** formed several teams to assess environmental problems facing Jersey City, NJ, and worked together with their teachers to devise solutions to those problems; and

**WHEREAS**, of the 40 students from **PS 28** who participated in the 2017 Lexus Eco Challenge, a team of five eighth graders: **Dianna Carreon, Samantha Cuevas, Ryan Nitschke, Fritz Perera, and Daniel Rivera**, calling themselves Team DRONE, were selected in January to advance to the final round of judging in the nationwide competition; and

**WHEREAS**, **PS 28's** Team DRONE, an acronym for Drones Recording Our Natural Environment, used drone-mounted 360-degree cameras to record data about tree canopy cover throughout Jersey City to assess the local tree population and identify areas of need; and

**WHEREAS**, in April, **PS 28's** Team DRONE was selected as a first-place winner in the Lexus Eco Challenge, bringing home a total of \$25,000 in prize money and the prestige of a top finish in the nationwide competition;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Members of the Jersey City Municipal Council hereby commend all of **PS 28's** student and teacher participants in the Lexus Eco Challenge for outstanding work in various STEM fields, and in particular **Dianna Carreon, Samantha Cuevas, Ryan Nitschke, Fritz Perera, and Daniel Rivera**, AKA Team DRONE, for their first-place winning project.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

*Joanne Monahan*  
for Corporation Counsel

Certification Required ☐

Not Required

☒ APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-387  
Agenda No. 10.P  
Approved: MAY 10 2017  
TITLE:



## A RESOLUTION HONORING THE KENNEDY DANCERS ON THE OCCASION OF THEIR 40<sup>TH</sup> ANNIVERSARY

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, in 1976, **The Kennedy Dancers** was founded in Jersey City as a not-for-profit organization to fulfill a mission of bringing high-quality and professional dance training to students and audiences throughout the New York/New Jersey metropolitan region; and

**WHEREAS**, from the very beginning, **The Kennedy Dancers** has focused on offering its programming to under-resourced populations, including low-income and at-risk students, incarcerated teens, and senior citizens; and

**WHEREAS**, all of those who participate as members of **The Kennedy Dancers** can avail themselves of the benefits of dance, which is not just a recreational activity but also serves as a fitness program and provides opportunities to perform and achieve in competition; and

**WHEREAS**, over the last 40 years, **The Kennedy Dancers** has been able to expand its programming to include a community dance school, classes in local public schools, dance programs for those who are differently-abled both mentally and physically, and a television program called *Dance Vista* which spotlights emerging women and minority dancers; and

**WHEREAS**, to commemorate 40 years in operation, **The Kennedy Dancers** will be presenting *Jersey City Follies*, an entertaining performance and opportunity to raise money to continue to serve the array of populations which can and do benefit from dance instruction and performance programming;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Members of the Jersey City Municipal Council hereby commend **The Kennedy Dancers** on the occasion of their 40<sup>th</sup> anniversary, and wishes the organization continued success for many years to come.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GARDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando L. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-388  
Agenda No. 10.Q  
Approved: MAY 10 2017  
TITLE:



## A RESOLUTION RECOGNIZING ANDREW WILLNER AS A 2017 FRIENDS OF LIBERTY STATE PARK HONOREE

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, each year since 2005, the Friends of Liberty State Park have given awards of recognition to members of the community who have been instrumental in the preservation and maintenance of Liberty State Park; and,

**WHEREAS**, each year's Friends of Liberty State Park Recognition Luncheon Honorees have been groups and individuals who are keenly aware of the importance of this unique, vast open space and wildlife preserve in Jersey City, New Jersey; and,

**WHEREAS**, **Andrew Willner**, founder and first head of the New York/New Jersey Baykeeper, is an environmental champion devoted to preservation of the NY and NJ Harbor Estuary; and,

**WHEREAS**, for the last quarter-century, the Friends of Liberty State Park has been able to count on the NY/NJ Baykeeper, under the leadership of **Andrew Willner**, as their closest ally in the ongoing fight to keep the Park free and green; and,

**WHEREAS**, with help from **Andrew Willner** and the NY/NJ Baykeeper, the Friends of Liberty State Park were able to successfully resist plans by the New Jersey DEP to privatize the Park;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Members of the Jersey City Municipal Council do hereby recognize and commend **Andrew Willner** as one of the 2017 Honorees at the Friends of Liberty State Park Annual Recognition Luncheon, for helping to ensure that the Park remains a free, open, green space for the enjoyment of all people for many years to come.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_ for Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-389

Agenda No. 10.R

Approved: MAY 10 2017

TITLE:



## A RESOLUTION RECOGNIZING BIKE JC AS A 2017 FRIENDS OF LIBERTY STATE PARK HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, each year since 2005, the Friends of Liberty State Park have given awards of recognition to members of the community who have been instrumental in the preservation and maintenance of Liberty State Park; and,

**WHEREAS**, each year's Friends of Liberty State Park Recognition Luncheon Honorees have been groups and individuals who are keenly aware of the importance of this unique, vast open space and wildlife preserve in Jersey City, New Jersey; and,

**WHEREAS**, **Bike JC** is a grassroots not-for-profit organization founded with the mission of promoting bicycle usage among Jersey City residents, and bicycle-friendly policies to local lawmakers; and,

**WHEREAS**, as Liberty State Park is one of the best places in the entire State of New Jersey to enjoy a recreational bike ride, the Friends of Liberty State Park has been able to count on **Bike JC** as an advocate and ally in the ongoing fight to keep the Park free and green; and,

**WHEREAS**, with help from **Bike JC** and their 2015 Bike Ride against Privatization, the Friends of Liberty State Park were able to successfully resist plans by the New Jersey DEP to privatize the Park;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Members of the Jersey City Municipal Council do hereby recognize and commend **Bike JC** as one of the 2017 Honorees at the Friends of Liberty State Park Annual Recognition Luncheon, for helping to ensure that the Park remains a free, open, green space for the enjoyment of all people for many years to come.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-390

Agenda No. 10.5

Approved: MAY 10 2017

TITLE:



Recognizing

## Hugo Iglesias

As the 2017 Friends of Liberty State Park Green Thumb Award Winner

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, each year since 2005, the Friends of Liberty State Park have given awards of recognition to members of the community who have been instrumental in the preservation and maintenance of Liberty State Park; and,

**WHEREAS**, each year's Friends of Liberty State Park Recognition Luncheon Honorees have been groups and individuals who are keenly aware of the importance of this unique, vast open space and wildlife preserve in Jersey City, New Jersey; and,

**WHEREAS**, in addition to these Honorees, the Friends of Liberty State Park also select an individual each year to be the recipient of a "Green Thumb Award" to recognize outstanding dedication to the beautification of the Park; and,

**WHEREAS**, Hudson County Community College Honor Society student **Hugo Iglesias** has demonstrated over the course of the year his passion for and dedication to the beautification of the Park through the FOLSP gardening program; and,

**WHEREAS**, as a direct result of the efforts of Hugo Iglesias, Liberty State Park is resplendent with flora that will be enjoyed by the thousands of people who will be visitors to the Park;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Members of the Jersey City Municipal Council do hereby recognize and commend **Hugo Iglesias** as the 2017 recipient of the Green Thumb Award at the Friends of Liberty State Park Annual Recognition Luncheon.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMANN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafaelo J. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-391

Agenda No. 10.T

Approved: MAY 10 2017

TITLE:



Recognizing the

## Hudson Montessori School

For Their Dedication to Environmental Conservation through the *Save Our Biomes* Event

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, each year, the **Hudson Montessori School** hosts a Social Studies Street Fair showcasing student work and inviting the public to join the students, faculty, and staff in a day of celebration, performances, and activities; and

**WHEREAS**, for the 2016-2017 school year, the **Hudson Montessori School** chose a theme of "Save Our Biomes" for their annual Social Studies Street Fair, giving students the opportunity to do work focused on environmental conservation and education about Earth's unique ecosystems; and

**WHEREAS**, as the event is increasingly popular each year, the **Hudson Montessori School** anticipates that their 2017 Social Studies Street Fair will draw a crowd of over 800 people, all of whom will be able to enjoy fare from local food vendors, a kid's carnival, most importantly, the educational student projects about the Earth's biomes and environmental sustainability; and

**WHEREAS**, as a part of the Social Studies Street Fair, local elected officials have been invited to attend and show their support for the **Hudson Montessori School**, its students, and the environmentally conscious exhibits featured this year;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Members of the Jersey City Municipal Council hereby commend all of the **Hudson Montessori School's** student and staff participants in the 2017 Social Student Street Fair, and thank them for their dedication to raising environmental consciousness by adopting the theme of *Save Our Biomes*.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM.

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_ for Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-392

Agenda No. 10.11

Approved: MAY 10 2017

TITLE:

Honoring the

## 2017 Saint Peter's University Men's Basketball Team



**COUNCIL AS A WHOLE** Offered and Moved for Adoption of the Following Resolution:

**WHEREAS**, Saint Peter's University was founded as a men's college in downtown Jersey City in 1872, and after a brief closure during World War I, reopened in 1930, adopting the peacock as its mascot, as it symbolizes resurrection; and

**WHEREAS**, throughout its history, Saint Peter's University has been dedicated to individual attention for its students, a focus on liberal arts education, and a commitment to mentoring a new generation of leaders focused on ethical, compassionate, and intellectual excellence; and

**WHEREAS**, in addition to its reputation for high academic standards, Saint Peter's University also boasts 19 Division I NCAA athletic teams, and is a founding member of the prestigious Metro Atlantic Athletic Conference (MAAC); and

**WHEREAS**, the 2017 Saint Peter's University men's basketball team closed out their regular season on February 26<sup>th</sup> with six back-to-back wins, putting them in second place in the MAAC and earning an invitation to the CollegeInsider.com Postseason Tournament (CIT); and

**WHEREAS**, in each game of the CIT, the Peacocks garnered stunning victories, claiming both wide-margin blowouts and come-from-behind squeakers to make it to the final round against Texas A&M Corpus Christi; and

**WHEREAS**, on March 31, 2017, the Saint Peter's Peacocks defeated the Texas A&M Corpus Christi Islanders by one point with a last-second free-throw, clinching the University's first ever national title and the first national title for any New Jersey sports team since 1975; and

**WHEREAS**, the 2017 St. Peter's University basketball team members; Nick Griffin, Cavon Baker, J.R. William, Trevis Wyche, Sean Barksdale, Nnamdi Enechionya, Antwon Portley, Davauhnte Turner, Mamadou Ndiaye, Chazz Patterson, Sam Idowu, Quinn Taylor, Cameron Jones, Quadir Welton, and administrative staff; President Eugene Cornacchia, Ph.D; Vice President of Student Affairs Anthony Skevakis, Ph.D.; Interim Athletics Director David Bryngil; Head Coach John Dunne; Assistant Coaches Matt Henry, Serge Clement and David Danzig; Director of Basketball Operations JK Schneiderman; Sr. Associate Director of Athletics for Sports Medicine Chris Meny; Associate Director of Athletics for Communications Hamilton Cook; Associate Director of Athletics for Compliance Katie Arcuri; Student Managers Matt Bruining, Arlene Ganess, Tyler Martin and Nadiya Chase; Thomas L. Wickiewicz, MD; and all of the athletic administration and support staff are deserving of recognition for contributing to the team's victory;

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City hereby congratulates the players, coaches and administrators of the 2017 Saint Peter's University basketball team for their victory in the CIT Tournament, and wish them continued success in the years to come.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

*Joanne Monahan*  
for Corporation Counsel

Certification Required ☐

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-393

Agenda No. 10.V

Approved: MAY 10 2017

TITLE:



## **RESOLUTION CONSENTING TO THE SALE OF PROPERTY KNOWN AS 170.5 MONTICELLO AVENUE BY EVANGELICAL CHURCH OF GOD TO MONTICELLO EQUITY PROPERTIES LLC**

**WHEREAS**, 170.5 Monticello Avenue, also known as Block 16803, Lot 76 formerly known as Block 1919, Lot G ("Property") is an unoccupied building that the City of Jersey City ("City") sold at a public auction in 1983 and transferred to Monticello 211 Club by Deed dated October 3, 1983 for the sum of \$6,500.00; and

**WHEREAS**, the Deed recorded in the Office of the Hudson County Register in Book 3391 at Page 349 conveying the Property contained a restrictive covenant requiring the buyer to obtain a Certificate of Occupancy ("CO") for the Property within 12 months of the transfer; and

**WHEREAS** the deed stated the following:

"The Grantee shall not sell, convey, or otherwise transfer the above described property until all the conditions of sale contained in the resolution authorizing said sale, which resolution was adopted by the governing body of the City of Jersey City on April 14, 1983 have been fully complied with, without the express consent of the governing body. Said approval shall be in the form of resolution duly adopted by the governing body. Any such conveyance prior to compliance with all the conditions of sale without the approval of said governing body, shall be null and void and the grantor, City of Jersey City, shall have the right to take all legal action to set aside any such deed. The governing body shall, upon completion of all the terms and conditions by the grantee, adopt a resolution stating such fact and removing from the above such restriction against subsequent alienation"; and

**WHEREAS**, Monticello 211 Club conveyed the Property without obtaining a CO and the Property was subsequently conveyed by various other owners without a CO; and

**WHEREAS**, Evangelical Church of God ("Seller") currently owns the Property; and

**WHEREAS**, Monticello Equity Properties LLC ("Purchaser") desires to purchase the Property from the Seller for the sum of \$125,000.00; and

**WHEREAS**, the Property is in severely deteriorated condition and the Purchaser intends to demolish the existing building and construct a new building that will include commercial and residential units; and

**WHEREAS**, the Purchaser agrees to take title to the Property with a deed restriction that requires that Purchaser demolish the building, construct a new building, and obtain a CO for the new building within two (2) years from the date that the Purchaser acquires title; and

**WHEREAS**, the Seller and Purchaser each agree to pay the City the sum of \$2,500.00 at the time of the closing in exchange for the City's consent to a sale of the Property that includes the City's deed restrictions; and

**WHEREAS**, it is in the best interests of the City to approve the sale with restrictions.

City Clerk File No. Res. 17-393Agenda No. 10.V MAY 10 2017

TITLE: **RESOLUTION CONSENTING TO THE SALE OF PROPERTY KNOWN  
AS 170.5 MONTICELLO AVENUE BY EVANGELICAL CHURCH OF  
GOD TO MONTICELLO EQUITY PROPERTIES LLC**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The City consents to the sale of 170.5 Monticello Avenue by Evangelical Church of God to Monticello Equity Properties LLC, subject to the terms and conditions set forth above, which are incorporated herein; and
- 2) The City shall adopt a resolution removing the restrictions affecting the Property after the Purchaser presents the City with a Certificate of Occupancy for the Property.

\_\_\_\_\_  
Ann Marie Miller,  
Real Estate Manager

RR  
5-1-17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Joanne Morahan  
for Corporation Counsel

Certification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**RESOLUTION CONSENTING TO THE SALE OF PROPERTY KNOWN AS 170.5 MONTICELLO AVENUE BY EVANGELICAL CHURCH OF GOD TO MONTICELLO EQUITY PROPERTIES LLC**

### **Initiator**

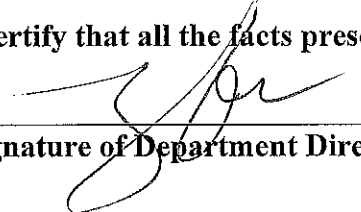
Department/Division	Administration	Real Estate
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-206-9531	SteveM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

170.5 Monticello Ave. (Property) is an unoccupied building that the City sold at a public auction and transferred to Monticello 211 Club on October 3, 1983 for the sum of \$6,500.00. The Deed from the City contained a restrictive covenant requiring the buyer to obtain a Certificate of Occupancy (CO) for the Property within 12 months of the transfer. Monticello 211 Club sold the Property without obtaining a CO and the Property was subsequently sold by various other owners without a CO. Evangelical Church of God (Seller) currently owns the Property and desires to sell it to Monticello Equity Properties LLC (Purchaser) for the sum of \$125,000.00. The Property is in severely deteriorated condition and the Purchaser intends to demolish the existing building and construct a new building that will include commercial and residential units. The Purchaser agrees to take title with a deed restriction requiring the Purchaser to demolish the building, construct a new building, and obtain a CO for the new building within two (2) years from the date that the Purchaser acquires title. The Seller and Purchaser each agree to pay the City the sum of \$2,500.00 at the time of the closing in exchange for the City's consent to a sale that includes the City's deed restrictions.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

  
\_\_\_\_\_  
**Date**

# Resolution of the City of Jersey City, N.J.

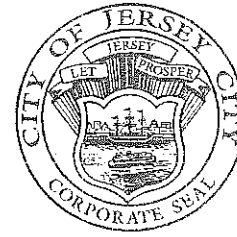
City Clerk File No. \_\_\_\_\_ Res. 17-394

Agenda No. \_\_\_\_\_ 10.W

Approved: \_\_\_\_\_

TITLE: \_\_\_\_\_

## WITHDRAWN



**RESOLUTION APPROVING THE SALE OF 654 BERGEN AVENUE BY COMMUNITY BUILDERS, INC., TO EMET REALTY, INC., AND AUTHORIZING: 1) AN ASSIGNMENT OF THE CITY'S MORTGAGES BY COMMUNITY BUILDERS, INC., TO EMET REALTY, INC.; 2) THE ASSUMPTION OF THE CITY'S MORTGAGES BY EMET REALTY, INC., FROM COMMUNITY BUILDERS, INC.; AND 3) A MODIFICATION OF THE CITY'S MORTGAGES**

**COUNCIL offered and moved adoption of the following resolution:**

**WHEREAS**, Community Builders, Inc. (Developer) was the owner of a/k/a Block 16703, Lot 5 f/k/a Block 1911, Lot C1 (Property), which contains 131 units of single room low income housing and participated in the City of Jersey City's (City) HOME and CDBG affordable housing programs; and

**WHEREAS**, on October 7, 1999, the Developer received HOME funds from the City in the amount of \$356,500.00 to develop affordable housing on the Property; and

**WHEREAS**, on December 15, 1999 the Developer received CDBG funds from the City to develop affordable housing on the Property. The total CDBG investment in the Property is \$770,000.00; and

**WHEREAS**, both of City's Mortgages were recorded as a second lien against the Property; and

**WHEREAS**, the Property was subject to the covenants, conditions, and restrictions set forth in the City's Mortgages and Subgrantee Agreements, which were recorded with the Hudson County Register's Office; and

**WHEREAS**, the Property remained subject to a 30 year affordability restriction under the CDBG mortgage and a 20 year restriction period under the HOME mortgage; and

**WHEREAS**, the HOME restrictions extend to 2019; and

**WHEREAS**, the Developer desires to sell the property to EMET Realty, Inc. (Buyer) for the sum of \$600,000.00; and

**WHEREAS**, the Buyers agree to assume the mortgages made by the Developer to the City on October 7, 1999 and December 15, 1999, and the Property will remain subject to the covenants, conditions, and restrictions set forth in the City's Mortgage documents; and

**WHEREAS**, the Buyers have also received HOME funds from Hudson County's affordable housing program; and

**WHEREAS**, in order to allow the Buyer's to qualify for the County HOME funds the City has agreed to modify its remaining HOME restrictions on the Property; and

**WHEREAS**, at the conclusion of the County's affordability period the City's remaining affordability restrictions under its October 7, 1999 HOME mortgage will be reinstated; and

City Clerk File No. Res. 17-394Agenda No. 10.W

## TITLE:

**RESOLUTION APPROVING THE SALE OF 654 BERGEN AVENUE BY COMMUNITY BUILDERS, INC., TO EMET REALTY, INC., AND AUTHORIZING: 1) AN ASSIGNMENT OF THE CITY'S MORTGAGES BY COMMUNITY BUILDERS, INC., TO EMET REALTY, INC.; 2) THE ASSUMPTION OF THE CITY'S MORTGAGES BY EMET REALTY, INC., FROM COMMUNITY BUILDERS, INC.; AND 3) A MODIFICATION OF THE CITY'S MORTGAGES**

**WHEREAS**, the Division of Community Development (Division) has evaluated the financial condition of the Buyer and recommends that both the sale to the Buyer and the assignment and assumption of the City's mortgages by Community Builders, Inc. to EMET Realty, Inc. be approved by the City; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Business Administrator or the Corporation Counsel, as appropriate, is authorized to:
  - a) execute an Assignment and Assumption Agreement as provided for herein; and
  - b) do any act or execute any other documents appropriate or necessary to carry out the purposes of this resolution.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RECC			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
GADSDEN			
BOGGIANO			

✓ Indicates Vote

**WITHDRAWN**

5.10.17			
COUNCILPERSON	AYE	NAY	N.V.
RA			
TERMAN			
ARRO, PRES			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

**Full Title of Resolution**

RESOLUTION APPROVING THE SALE OF 654 BERGEN AVENUE BY COMMUNITY BUILDERS, INC., TO EMET REALTY, INC., AND AUTHORIZING: 1) AN ASSIGNMENT OF THE CITY'S MORTGAGES BY COMMUNITY BUILDERS, INC., TO EMET REALTY, INC.; 2) THE ASSUMPTION OF THE CITY'S MORTGAGES BY EMET REALTY, INC., FROM COMMUNITY BUILDERS, INC.; AND 3) A MODIFICATION OF THE CITY'S MORTGAGES

**Initiator**

Department/Division	HEDC	
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To approve the sale of 654 Bergen Avenue by Community Builders, Inc. to EMET Realty, Inc. and allow EMET Realty to assume the City's mortgages on the property to ensure the City's affordability restrictions remain after the transfer of the property.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Director, HEDC**

May 3, 2017

**Date**

**CONSENT TO ASSIGNMENT AND  
ASSUMPTION OF JERSEY CITY HOME AND CDBG MORTGAGES, AMONG  
EMET REALTY, INC. AND THE CITY OF JERSEY CITY**

**THIS AGREEMENT** is dated the \_\_\_\_ day of \_\_\_\_\_, 2017, between the **CITY OF JERSEY CITY [City]**, located at 280 Grove Street, Jersey City, New Jersey 07302, **COMMUNITY BUILDERS, INC.**, a New Jersey limited liability company having an office at 95 Berkley Street, Boston, MA 02116[Original Entity] **EMET REALTY, INC.**, a New Jersey corporation having an office at 297 Kinderkamack Road, Suite 111, Oradell, NJ 07649[New Entity].

**WHEREAS**, the City provided affordable housing subsidies to the subject property, and more particularly described as Block 16703, Lot 5 on the official Tax Map of the City of Jersey City [Project]; and

**WHEREAS**, on October 7, 1999, the Developer received HOME funds from the City in the amount of \$356,500.00 to develop affordable housing on the Property; and

**WHEREAS**, on December 15, 1999 the Developer received CDBG funds from the City to develop affordable housing on the Property. The total CDBG investment in the Property is \$770,000.00; and

**WHEREAS**, both of City's Mortgages were recorded as a second lien against the Property; and

**WHEREAS**, the Property remained subject to a 30 year affordability restriction under the CDBG mortgage and a 20 year restriction period under the HOME mortgage; and

**WHEREAS**, the HOME restrictions extend to 2019; and



**WHEREAS**, the Original Entity desires to sell the property to the New Entity for the sum of \$600,000.00; and

**WHEREAS**, the New Entity agrees to assume the mortgages made by the Original Entity to the City on October 7, 1999 and December 15, 1999, and the Property will remain subject to the covenants, conditions, and restrictions set forth in the City's Mortgage documents; and

**WHEREAS**, the parties agree that upon expiration of Hudson County's HOME mortgage the City's affordability restrictions under its October 7, 1999 mortgage will be reinstated against the property. As such, subject to the terms and conditions of this Agreement the affordability restrictions under the City's October 7, 1999 HOME mortgage will expire on December 31, 2016;

**WHEREAS**, the parties hereto now seek to memorialize the consent of the City to the sale of the project and the assignment of the City's Mortgages by the Original Entity and the assumption of the City Mortgages by the New Entity;

**NOW, THEREFORE**, it is hereby agreed by and between the parties as follows:

1. The City hereby authorizes, approves and consents to the Assignment by the Original Entity of the City's Mortgages to the New Entity and the assumption of the City's Mortgages by the New Entity.
5. The City's Mortgages dated October 7, 1999 and December 15, 1999 hereby remain in full force and effect.
6. The Original Entity hereby consents to the assignment of the City's Mortgages to the New Entity.
7. The New Entity hereby agrees to assume all obligations previously belonging to

the Original Entity under the City's Mortgages.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

**ATTESTED:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

**ROBERT KAKOLESKI**  
**BUSINESS ADMINISTRATOR**

**WITNESS:**

\_\_\_\_\_  
**COMMUNITY BUILDERS,**  
**INC.[Original Entity]**

**By:**

**WITNESS:**

\_\_\_\_\_  
**EMET REALTY, INC.[New Entity]**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-395

Agenda No. 10.X

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF HIV, STD AND TB SERVICES FOR STD EDUCATION/SCREENING/TREATMENT AND EXECUTE A GRANT AGREEMENT**

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING

**WHEREAS**, on April 27, 2016, via Resolution 16.268, the City of Jersey City accepted a grant award in the amount of \$157,183.00 from the State of New Jersey which addresses health and education/screening/treatment for Sexually Transmitted Disease (the "STD Control Program"); and

**WHEREAS**, the State of New Jersey Department of Health and Senior Services, HIC, STD and TB Services is responsible for administering the STD Control Program; and

**WHEREAS**, the City desires to renew the grant for the period of July 1, 2017 through June 30, 2018 in the amount of \$122,183 which will be allocated under CY 2017 budget; and

**WHEREAS**, the State of New Jersey will perform all STD screening tests at the N.J. State laboratory in Trenton, N.J. for patients seen in the City of Jersey City Preventive Medicine (STD) Clinic, such screening approximately valued at \$278,000; and

**WHEREAS**, the State of New Jersey will provide all treatment necessary for a variety of STDs for patients seen in the City of Jersey City Preventive Medicine Clinic, such treatments approximately valued at \$100,000; and

**WHEREAS**, the grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the State of New Jersey.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to renew the grant award for the City of Jersey City for the STD Control Program for July 1, 2017 through June 30, 2018 in the amount of \$122,183.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the STD Control Program, including the administrative compliance and audit.
3. The Mayor and/or Business Administrator is hereby authorized to enter into a grant agreement with the State of New Jersey Department of Health and Senior Services, Division of HIV, STD, and TB Services for the provision of STD Control Program.

APPROVED: 

BD  
APPROVED:   
4.27.17 Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☒

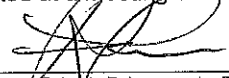
APPROVED 9-0

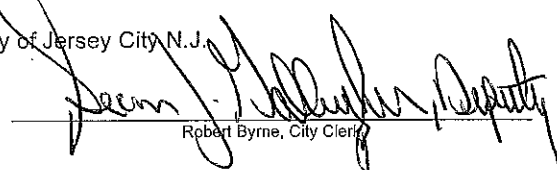
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES , DIVISION OF HIV, STD AND TB SERVICES FOR STD EDUCATION/SCREENING/TREATMENT AND EXECUTE A GRANT AGREEMENT

### **Initiator**

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

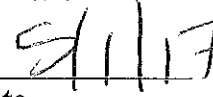
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

The purpose of this resolution is to authorize the execution of a grant agreement with the State of NJ Department of Health and Senior Services for STD education/screening/treatment for July 1, 2017 – June 30, 2018

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



State of New Jersey  
DEPARTMENT OF HEALTH  
DIVISION OF HIV, STD AND TB SERVICES  
PO BOX 363  
TRENTON, N.J. 08625-0363  
[www.nj.gov/health](http://www.nj.gov/health)

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

CATHLEEN D. BENNETT  
Commissioner

April 6, 2017

Vera Smith  
Health Officer  
Jersey City  
199 Summit Ave, Unit F  
Jersey City, NJ 07304

Dear Ms. Smith:

In accordance with the Terms and Conditions for the Administration of Grants, the Division of HIV, STD and TB Services (DHSTS) will accept a grant application to renew your current grant: #EPID17STD008. The grant period will be from July 1, 2017 to June 30, 2018. Pending the availability of funds, the projected base award will be \$122,183. Please note that STD health service grants are no longer issuing funds for grantee-incurred laboratory costs. Rather, grantees may utilize the NJ Public Health and Environmental Lab (PHEL) for STD testing, and any applicably approved costs will be directly billed to the NJ-DOH STD Program. Funds must be spent and/or obligated before the end of the budget period. The funds will be distributed as follows:

Service Category	Funding Amount	Funding Source	Budget Period
STD Education/Screening	\$122,183	State 2018	7/1/2017 to 6/30/2018

Funding is expressly dependent upon the availability of funds to the department appropriated by the State Legislature from state or federal revenue. The department shall not be held liable for any breach of this agreement, because of the absence of available funding. As a DHSTS cost control measure, the mileage reimbursement rate is set at \$0.53 per mile. The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of the current grant objectives. Attachment C negotiations with your Program Management Officer regarding specific objectives for your grant should begin simultaneously with the preparation of this application. These specifics will be added to the official Attachment C and utilized to monitor and evaluate grant performance. The department will not be able to provide cash payment until a fully executed Notice of Grant Award is in place.

Grant renewal applications are to be completed online via the System for Administering Grants Electronically (SAGE). The Department of Health "Terms and Conditions" as well as Cost Controlling Initiatives may be found under "Management Activities" within each application. SAGE can be accessed at [www.sage.nj.gov](http://www.sage.nj.gov). Paper applications will not be accepted. SAGE will be open for "Sexually Transmitted Disease (STD) Program 2018" grant renewal applications beginning April 10, 2017 and will close on May 1, 2017 at 3:00 pm. You are rolling over the current grant; #EPID17STD008 to complete your 2018 renewal application.

If you have any questions or need assistance, you may call (609) 984-5874 or email [Louis.Delgadillo@doh.nj.gov](mailto:Louis.Delgadillo@doh.nj.gov), the Program Management Officer, or [H.Jeff.Garvin@doh.nj.gov](mailto:H.Jeff.Garvin@doh.nj.gov) and [Mark.Opdyke@doh.nj.gov](mailto:Mark.Opdyke@doh.nj.gov), the Grants Management Officers.

Sincerely,

Connie F. Meyers  
Assistant Commissioner

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-396  
Agenda No. 10.Y  
Approved: MAY 10 2017  
TITLE:



## RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM WHOLESOME WAVE FOR THE FOOD INSECURITY NUTRITION INCENTIVE GRANTS PROGRAM TO THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING

**WHEREAS**, on August 19, 2015 the City of Jersey City ("City") via Resolution 15.533 accepted a grant from the Wholesome Wave Foundation Charitable Ventures Inc. ("Wholesome Wave") to help defray costs of operating Wholesome Wave's Food Insecurity Nutrition Incentive Grants Program at Farmers Markets ("Nutrition Grant Program"); and

**WHEREAS**, Wholesome Wave has awarded the City a second grant in the amount of \$8,425, for the period of April 1, 2017 through March 31, 2018, which award letter is attached hereto as **Exhibit A**; and

**WHEREAS**, the USDA Award Notice details and modifications provided in the subrecipient award agreement from 2015 remain unchanged; and

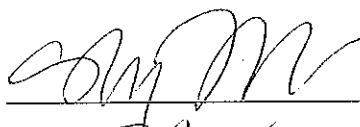
**WHEREAS**, the City will engage with community based organizations to provide incentives for Supplemental Food Nutrition Program participants to purchase fruits and vegetables at select Farmers Markets throughout the City; and

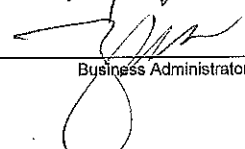
**WHEREAS**, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from Wholesome Wave to Health and Human Services; and

**WHEREAS**, the City will provide a mandatory in kind match contribution in the amount of \$8,425;

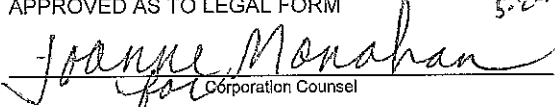
**NOW, THEREFORE IT BE RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to execute an agreement with Wholesome Wave for funding and to accept the grant award for the Food Insecurity Nutrition Incentive Grants Program for fiscal year 2017 in the amount of \$8,425.
2. The City will provide a non-monetary in kind match contribution in the amount of \$8,425.
3. The Office of Management and Budget is authorized to establish in an account in the amount \$8,425 for the grant funds.

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required

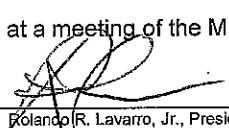
APPROVED 

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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### **Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM WHOLESOME WAVE FOR THE FOOD INSECURITY NUTRITION INCENTIVE GRANTS PROGRAM TO THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES

### **Initiator**

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

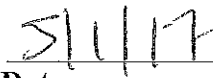
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

The purpose of the resolution is to authorize the acceptance of a grant from Wholesome Wave for the Food Insecurity Nutrition Incentive Grants Program for fiscal year 2017 in the amount of \$8,425.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



3/01/2017

## FINI Grants Program Subaward Agreement

Wholesome Wave Foundation Charitable Ventures, Inc., ("Wholesome Wave"), a Connecticut nonstock corporation, is pleased to accept City of Jersey City as a Subrecipient under Wholesome Wave's Food Insecurity Nutrition Incentive ("FINI") Grants Program award for the second year. The USDA Award Notice details and modifications provided in the subrecipient award agreement from 2015 remain unchanged.

Through this agreement, Wholesome Wave confirms a subaward to Subrecipient in the amount of \$8,425 to partially defray the cost of operating the FINI fruits and vegetables incentive program at selected farm-to-retail venues. As Subrecipient, City of Jersey City will enter into a partnership with Wholesome Wave to build capacity and test innovative strategies for healthy food incentives at direct-to-consumer markets. All Subrecipients join a network of nutrition incentive program operators working together towards the goal of making fresh, locally grown foods available and affordable to all.

<b>Recipient Name:</b>  Wholesome Wave Foundation Charitable Ventures, Inc.			<b>Subrecipient Name:</b>  City of Jersey City
<b>Federal Award Number:</b>  2015-70018-2330	<b>Federal Awarding Agency:</b>  USDA	<b>Federal Award Period:</b>  April 1, 2015 – March 31, 2018	<b>Subaward Number:</b>  FINI - 306
<b>CFDA Title:</b>  Food Insecurity Nutrition Incentive Grants Program			<b>Subaward Period of Performance:</b>  April 1, 2017 – March 31, 2018
<b>Project Title:</b>  Ladder for Growth: A National Network to Build Capacity and Test Innovative Strategies for Healthy Food Initiatives			<b>Total Subaward:</b>  \$8,425
<b>Total Federal Award to Wholesome Wave:</b>  \$3,775,700.00			<b>Total In-Kind Match Commitment:</b>  \$8,425

855 Main St • Suite 910 • Bridgeport, CT 06604

P 203.226.1112

  /wholesomewave

[www.wholesomewave.org](http://www.wholesomewave.org)

This institution is an equal opportunity provider and employer.



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 17-397

Agenda No. 10.Z

Approved: MAY 10 2017

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE FUND FOR CITIES OF SERVICE, INC. IN CONNECTION WITH A STUDY PERTAINING TO DISASTER MITIGATION STRATEGY

### COUNCIL

the following resolution:

Offered and moved adoption of

**WHEREAS**, the City of Jersey City (City) is interested in preserving and expanding the City's tree canopy as way to mitigate the damage caused by flooding and sewer overflows; and

**WHEREAS**, the Fund for Cities of Service, Inc. (FCS) is a non-profit corporation of the State of New York that provides support to cities to establish targeted volunteer programs with measurable impacts; and

**WHEREAS**, FCS will provide the City with a grant in the amount of \$25,000.00 and up to two AmeriCorps VISTA members to support a study pertaining to preserving and expanding the City's tree canopy in order to mitigate damage caused by flooding and sewer overflows; and

**WHEREAS**, the City desires to enter into a grant agreement with FCS, in the form attached hereto as Exhibit A, so that this study that will assist the City in developing a mitigation strategy for dealing with flooding and sewer overflows can proceed; and

**WHEREAS**, the term of the grant agreement will be fourteen months, effective on March 27, 2017 and ending May 31, 2018; and

**WHEREAS**, acceptance of the grant funds will not require the City to provide any matching funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1) The Mayor or Business Administrator is authorized to execute the Cities of Service Prepared Together Program Grant Agreement attached hereto to obtain a grant in the amount of \$25,000.00 and to utilize the services of up to two AmeriCorps VISTA members to support the study described in Exhibit A of the Grant Agreement; and

2) The Office of Management and Budget is authorized to establish an account in the amount of \$25,000.00 for the Cities of Service Prepared Together Grant.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

A Resolution Authorizing the Execution of a Grant Agreement Between the City of Jersey City and the Fund for Cities of Service, Inc. in Connection with an Initiative Pertaining to Disaster Mitigation

**Initiator**

Department/Division	Mayor's Office / Office of Innovation	
Name/Title	Arjun Janakiram	Innovation Strategist
Phone/email	2015475201	ajanakiram@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To permit Jersey City to execute a contract to receive grant funds awarded by Cities of Service. These funds will be used for an "impact volunteering" initiative to maintain green infrastructure and forestry to improve resilience in extreme weather events.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

4/26/17  
\_\_\_\_\_  
Date

**CITIES OF SERVICE  
PREPARED TOGETHER PROGRAM  
Grant Agreement**

This Grant Agreement ("Agreement") by and between the Fund for Cities of Service, Inc. ("Cities of Service"), located at 120 Park Avenue, 23<sup>rd</sup> Floor | New York, NY 10017, and the City of Jersey City, NJ (the "Grantee" or the "City") is effective as of **Monday, March 27, 2017** and shall end on **Wednesday, May 31, 2018** unless terminated sooner by either or both of the parties. This Agreement sets forth the parties' understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service's (CNCS's) AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. §§4950 et seq.), hereafter referred to as "the Act". Neither CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

**Overview.** The primary purpose of this Agreement is to establish the terms by which Cities of Service will provide the Grantee with up to 2 AmeriCorps VISTA members and a Cities of Service Prepared Together Program Grant in the amount of \$25,000 (the "Grant Funds") to support an Impact Volunteering initiative described in Exhibit A (the "Initiative") that addresses a local preparedness challenge. This funding and human capital, provided by Cities of Service, recognizes the Grantee's commitment to engage volunteers in disaster preparedness, mitigation, or recovery activities that will help prepare the city for disasters.

The purpose of this Grant Agreement is to assist the parties in coordinating their activities by providing a written agreement of their intentions stated in good faith and with as much accuracy as possible.

**Grant.** Cities of Service shall provide the Grant Funds and shall provide the Grantee with up to 2 AmeriCorps VISTA members to support the Initiative. Cities of Service shall promptly respond to written requests by the Grantee to move any AmeriCorps VISTA member from the Initiative in accordance with the AmeriCorps VISTA program's policies and procedures.

**Use and Disbursement of Funds.** The Grant Funds must be dedicated to the materials and costs required for the Initiative. Grant Funds must be expended by **April 30, 2018**. The City must maintain financial records associated with the Grant Funds for at least five years after the completion of the use of the grant.

Grant Funds will be distributed after: 1) this Agreement has been fully executed; and 2) Cities of Service has approved the Grantee's budget for the Grant Funds.

**Specific Grant Benchmarks.** In partnership with Cities of Service, the Grantee must perform the following:

- Submit an Initiative budget, following a format to be specified, for Cities of Service to review by **May 12, 2017**;
- Set metric goals for the Initiative by **July 10, 2017**;
- Launch the Initiative by **September 5, 2017**; and
- Complete interim and final progress reports in a format to be specified by Cities of Service.

**Key Personnel.** A city hall staff member employed by the Grantee will serve as the lead contact for this Agreement (“City Lead”). The City Lead will plan, direct, and evaluate the implementation of the Initiative. The Grantee must notify Cities of Service immediately in writing of any changes to the City Lead’s employment status with the City, including resignations, terminations, promotions, or demotions.

**Strategic Partnership.** The Grantee and the City Lead in particular, are expected to work with Cities of Service and its strategic partners to advance the goals of the national Cities of Service coalition, which may include:

- Ensuring the participation and support of local funders and key cross-sector partners, with the goal of encouraging long-term sustainability of the Initiative.
- Hosting Cities of Service staff and strategic partners for a possible site visit.
- Additional tasks as determined by Cities of Service and in consultation with the Grantee.

**Programmatic Reporting Requirements.** The Grantee will be required to submit interim progress reports electronically according to a reporting schedule to be specified by Cities of Service. These reports will include highlighting the progress of the Initiative, challenges encountered along the way, and lessons learned during the planning and implementation process. The interim reports will also include narrative stories that demonstrate impact of the Initiative. The report should include copies of any media coverage related to these activities, including relevant photographs or videos taken.

The Grantee will also be required to submit reports on a more frequent basis if requested by Cities of Service. Such reports will also be required to be provided in a format to be specified by Cities of Service.

The Grantee will be required to submit a final written report on or by **May 31, 2018**, the format of which is to be determined by Cities of Service, which will include a narrative on how all Grant Funds were spent.

**Media.** The Grantee agrees to acknowledge Cities of Service’s funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Initiative (together, “Media Releases”). Any Media Release that refers to the funding source of the Grant shall: (1) refer to “Cities of Service” and (2) all written acknowledgements shall link to Cities of Service’s website ([www.citiesofservice.org](http://www.citiesofservice.org)). The Grantee shall provide copies of all Media Releases to Cities of Service and obtain Cities of Service’s consent prior to publication or distribution in any format of any Media Release.

**Specific Grantee Responsibilities.**

- The Grantee, including the City Lead and the City staff working to implement the Initiative, must support all aspects of the Cities of Service Declaration of Service.
- Using the Grant Funds, the Grantee must execute the Initiative outlined in the City’s application to Cities of Service for the Prepared Together Program.
- The City Lead and any other City staff assisting with the Initiative and related strategic volunteer initiatives must agree to take part in regular, intensive technical assistance. This may include but is not limited to regular one-on-one monitoring and technical assistance phone calls, group calls with coalition members, in-person orientations, trainings, convenings, and site visits. It is expected that the Grantee will communicate regularly and frequently with the staff and representatives of the Cities of Service coalition.
- The City Lead, on behalf of the Grantee, is expected to work with other cities in the Cities of Service coalition and the Prepared Together Program cohort to develop and share best

practices, as identified through the implementation of the Initiative. This could include attending service-focused convening(s) and trainings related to the implementation work being supported by the Grant Funds.

- Should Cities of Service host a convening during the term of the Agreement, the City Lead is required to attend. Cities of Service will cover the costs of registration, travel, and lodging.

#### **AmeriCorps VISTA Provisions.**

**Status of VISTA Members During Service.** AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either the City or Cities of Service. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government and not with Cities of Service, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by CNCS to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

**Reporting on AmeriCorps VISTA Members.** The City will maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project as Cities of Service may require. The City agrees to retain such records as Cities of Service may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to Cities of Service for the purpose of litigation, audit or examination.

#### **City Responsibilities to Cities of Service Regarding AmeriCorps VISTAs.**

- Assist in the recruitment of applicants to become 2 AmeriCorps VISTA members.
- Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA members within the first month of their service.
- Assist in the provision of pre-service, early service, and in-service training, as specified by Cities of Service.
- Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the program.
- Provide on-the-job transportation and other project support as specified by Cities of Service.
- Ensure participation by the City's AmeriCorps VISTA Supervisor(s) in AmeriCorps VISTA supervisory orientation provided by Cities of Service.
- Make every reasonable effort to ensure that the health and safety of AmeriCorps VISTA members are protected during the performance of their assigned duties. The City shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- Must indicate to Cities of Service the actual departure date(s) of AmeriCorps VISTA member(s) who leave prior to completion of service date(s).
- Allow AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All AmeriCorps VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded

and provided to AmeriCorps\* VISTA members and Cities of Service and the City shall continue while on special disaster relief assignment as if the AmeriCorps VISTA members are in traditional service at the originally assigned City.

- Allow AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.
- Report to Cities of Service, within 24 hours, the unscheduled departure of AmeriCorps VISTA members, and otherwise keep Cities of Service timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, and absence without leave.
- Ensure that persons selected as AmeriCorps VISTA members to serve at the City are not related by blood or marriage to project staff, Cities of Service or City staff, officers or members of the Cities of Service or City's Board of Directors, or responsible CNCS program staff.
- The City is required to ensure that all VISTA resources that are provided to the City are properly used at all times. If the City has misused any VISTA resources provided by either CNCS or Cities of Service, in violation of Federal law, Federal regulation, or the terms or conditions of this Agreement, the City may be held financially responsible to reimburse CNCS for VISTA living allowances, and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member.

#### **Nondiscrimination of AmeriCorps VISTA Members.**

- **General Prohibition.** No person with responsibilities in the operation of the project, whether affiliated with Cities of Service or the City, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
- **Sexual Harassment.** Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The City must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
  - Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the City, its agents or supervisory employees should have known of the acts.
  - Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
  - Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where Cities of Service or the City, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.
- **Delegation and Subcontracting.** The City is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA members may not be assigned by the City to perform duties with other public or private non-profit agencies or organizations.
- **Supplemental Payments Prohibited.** Monetary subsistence allowances provided to AmeriCorps

VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Cities of Service and the City are strictly prohibited from supplementing these allowances and must ensure that others do not do so.

- **Prohibitions of Use of CNCS Assistance by Cities of Service and the City.** Cities of Service and the City both agree that no AmeriCorps VISTA member assigned to the City, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:
  - Partisan and non-partisan political activities associated with a candidate, including voter registration.
  - Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
  - Labor or anti-labor organization or related activities.
  - Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.
- **Cities of Service and the City further agree not to:**
  - Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
  - Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
  - Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
  - Approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

**Termination Clause.** Failure by the Grantee to comply with any of the above terms may be deemed a material breach of this Agreement. In the event of a material breach of the Agreement, Cities of Service may, at its option, request reimbursement for all or a portion of the unexpended Grant Funds within 30 days of being notified of such material breach.

The Grantee agrees to notify Cities of Service immediately in the event that (i) the Mayor leaves office for any reason before the grant term ends; (ii) the City Lead's position is discontinued for any reason; (iii) the immediate reporting structure surrounding the City Lead changes; and/or (iii) any misappropriation of Grant Funds or other assets of the Grantee.

**Laws, Rules, Etc.** The parties shall comply with all applicable laws, rules, and regulations. To the extent the provisions of this Agreement are deemed inconsistent with provisions of any applicable law, rule or regulation, the provisions of any such law, rule or regulation shall control and shall be deemed to supersede provisions of this Agreement to the contrary.

**Signed:**

**AUTHORIZED CHIEF CITY EXECUTIVE:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY LEAD:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FUND FOR CITIES OF SERVICE, INC.:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PAYEE INFORMATION:**

\_\_\_\_\_  
Check payee name

\_\_\_\_\_  
Check memo line

\_\_\_\_\_  
Check mailing address (including attn to)



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-398

Agenda No. 10.Z.1

Approved: MAY 10 2017

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH ON TIME ELITE CELEBRITY AND PRODUCTION BUS RENTALS, LLC FOR THE JERSEY CITY FREEDOM AND FIREWORKS FESTIVAL AND AUTHORIZING THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE

**COUNCIL AS A WHOLE** offered and moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City ("City") through the Office of Cultural Affairs desires to rent three (3) bus rentals for use during the July 4, 2017 Jersey City Freedom and Fireworks Festival;

**WHEREAS**, the City solicited three quotes for this purpose, and On Time Elite Celebrity & Production Bus Rentals, LLC located at 50-58 Marshall Avenue, Hoboken, New Jersey 07030 provided the lowest of \$6,736.50;

**WHEREAS**, the City is acquiring these services as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 40A:11-6.1(a), as a contract that is in the aggregate less than the bid threshold but 15% or more of that amount;

**WHEREAS**, the term of agreement shall expire on July 4, 2017 or upon completion of delivery of goods/services; whichever is earlier.

**WHEREAS**, funds in the amount of \$6,736.50; are available in account no. #01-201-30-412-304;

**WHEREAS**, On Time Elite Celebrity & Production Bus Rentals, LLC requires a Certificate of Insurance from the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Risk Manager is authorized to issue a Certificate of Insurance to On Time Elite Celebrity & Production Bus Rentals, LLC, 50-58 Marshall Avenue, Hoboken, N.J. 07030 for this event; and
2. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

I, Donna Mauer, certify that funds are available in Account No. 01-201-30-412-304 in the amount of Six Thousand Seven Hundred Thirty Six and Fifty Cents (\$6,736.50) Dollars **PO#124997**

Donna Mauer Donna Mauer;

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan  
for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr. Rolando R. Lavarro, Jr., President of Council

Robert Byrne Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH ON TIME ELITE CELEBRITY & PRODUCTION BUS RENTALS, LLC FOR THE JERSEY CITY FREEDOM AND FIREWORKS FESTIVAL AND AUTHORIZING THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE

**Initiator**

Department/Division	Mayor's Office	Office of Cultural Affairs
Name/Title	Elizabeth Cain	Director of Office of Cultural Affairs
Phone/email	201-547-4303	ecain@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

FOR THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO ON TIME ELITE CELEBRITY & PRODUCTION THE CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS IS RENTING THREE 3 BUS RENTALS FOR USE DURING THE JULY 4, 2017 JERSEY CITY FREEDOM AND FIREWORKS FESTIVAL AT LIBERTY STATE PARK.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

5/3/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date



CELEBRITY & PRODUCTION BUS RENTALS, LLC

50-58 Marshall Street

Hoboken, NJ 07030

Booking: 1-800-779-6642

Email: [booking@ontimeelite.com](mailto:booking@ontimeelite.com)

Website: [www.ontimeelite.com](http://www.ontimeelite.com)

## Estimate

Date	Estimate #
	2659

Name / Address
Jersey City Office of Cultural Affairs Catherine Deadwyler 280 Grove Street 2nd Floor Jersey City, NY 07302

Date of Job	P.O. No.	Terms	Due Date	Project
7/4/17		Due on receipt	2/15/2017	4th of July 17
Description	Qty	Rate	Total	
Blue- 40' Star Bus Rental (12 Hour Rate)	1	1,800.00	1,800.00	
Fuel Use			0.00	
Cleaning of bus at the end of the day			0.00	
Dumping vehicle waste and refill			0.00	
Toll Charges			0.00	
Driver Fee - 12 Hours	1	300.00	300.00	
Blue - OT After 12 Hours 10:00 AM - 11:00 PM	1	215.00	215.00	
Driver Fee - OT \$25.50/HR	1	25.50	25.50	
Silver - 40' Star Bus Rental (12 Hour Rate)	1	1,800.00	1,800.00	
Driver Fee - 12 Hours	1	300.00	300.00	
Silver - OT After 12 Hours 10:00 AM - 11:00 PM	1	215.00	215.00	
Driver Fee - OT \$25.50/HR	1	25.00	25.00	
Superstar - 40' Luxury Bus Rental (12 Hour Rate)	1	1,591.00	1,591.00	
Driver Fee - 12 Hours	1	250.00	250.00	
Superstar -OT After 12 Hours 10:00 AM - 11:00 PM	1	190.00	190.00	
Driver Fee - OT \$25.50/HR	1	25.00	25.00	
***OT After 12 Hours is \$190/ Hr + \$25/ HR OT Fuel***				
***Estimate does not include Driver's Tip, Internet or equipment rental***				
**NO TRAVEL TIME OR MILEAGE OT LIBERTY STATE PARK**				

Subtotal	\$6,736.50
Sales Tax (8.875%)	\$0.00
Total	\$6,736.50

# ON TIME ELITE CELEBRITY & PRODUCTION BUS RENTALS, LLC

50-58 Marshall Street, Hoboken, NJ 07030

Phone: 800-779-6642 // Fax: 201-653-5957 // Email: [booking@ontimeelite.com](mailto:booking@ontimeelite.com)

Company Jersey City Office of Cultural Affairs Phone (201) 547-6921 Fax N/A  
Address 280 Grove St., 2nd Fl, Room 215 City Jersey City State N.J. Zip 07302  
Email Address: cdeadwyler@jcunj.org INTERNET (\$80.00/day) Yes NO X

Accounting Dept Contact Name: Catherine Deadwyler Accounting Email Address: cdeadwyler@jcunj.org

Project Name Jersey City Freedom & Fireworks Festival PO#                      # of People Over 100,000

# of People In Prod Vehicle When Parked 10 (Law only Allows us to transport 7 including Driver)

Your Name Printed Elizabeth Cain, Signature [Signature]

Director of Cultural Affairs  
Contact Person on Location Lance Jackson Cell Phone #(s) 1-551-200-7794

LOCATION IN MANHATTAN N/A OR TRAVEL OUT OF TOWN Jersey City & STATE New Jersey

Day or Night Day Overnight N/A Shoot Dates N/A Vehicle Type Blue, Silver and Superstar

Call Time 8:00am - 9:00am Pick up or Location Jersey City Liberty State Park

How did you hear about us: NY411            NYPG            LeBook            Google X other please specify:           

NOTE: OTE's buses are equipped with 60 gallons of fresh water and have 75 gallons of sewage capacity. This is enough for normal usage on an average shoot by an average number of people (maximum fifteen (15) people). If the tanks have to be emptied due to over usage, client agrees to be responsible for any additional charges incurred to have tanks emptied by an outside vendor, or to replace vehicle. Between the months of November-April; OTE cannot guarantee running water in the instance of below freezing temperatures. Be advised, extreme heat conditions can also effect the operation of the vehicle.

**PARKING NOTE: CLIENT IS RESPONSIBLE FOR ANY PARKING FINES INCURRED DURING LEASED PERIOD**

OTE is not responsible for damage caused by any rented equipment to private property or location. It's customer's responsibility to check the condition of rented equipment before use. If there are any damages or defective equipment please notify the driver about the equipment (will not be charged).

For insurance purposes OTE cannot take responsibility if the client allows more than 7 people (including driver) to ride in the vehicle while in motion.

Extra equipment items (those not usually included with a basic rental) communicated through e-mail or telephone calls that are NOT backed up with a "hard copy"/signed or initialed paperwork are NOT guaranteed by On Time to be aboard the vehicle. Nor is On Time responsible for the costs incurred to replace such items. Rental rates shall not be affected should such an omission occur. No discounts pertaining to regular rates of motor coach or other amenities by such omissions.

- You must provide a Credit Card with copies of Photo ID and CC to confirm booking.

**\*\* All Booking Invoices will be charged via credit card prior to booking, all overages after job has wrapped will be charged via separate invoice upon receipt. Net Terms and check payments only to be established with recurring clients, with separate contract. If Booking amount Exceeds 5K payment must be paid Prior to Booking via Check, Wire or ACH. \*\***

*Note: OTE reserves the right to change bus due to potential safety or mechanical issues; as well as moving client's belongings.*

☐ Visa ☐ Master Card ☐ American Express ☐ Discover N/A

CARD NUMBER (16-18 Digits)

EXP. DATE Month/Year

N/A

N/A

Amex - 4 digit security code (can be found in the front of the card).

Master/Visa 3 digit security code (can be found on the back of the card)

N/A

Cardholder's Name N/A Cardholder's Signature N/A

Billing Address for the card holder: N/A

City: N/A State: N/A Zip code: N/A

## ON TIME ELITE CELEBRITY & PRODUCTION BUS RENTALS, LLC

50-58 Marshall Street, Hoboken, NJ 07030

Phone: 800-779-6642 // Fax: 201-653-5957 // Email: [booking@ontimeelite.com](mailto:booking@ontimeelite.com)

### Motorhome Rental Agreement

#### On Time Rate Sheet (All Inclusive\*)

		12 Hours /	OT Hrs.
36' Galaxy Luxury Bus Rental		\$1421	\$165
39' Odyssey Luxury Bus Rental		\$1421	\$165
40' Diplomat Luxury Bus Rental		\$1591	\$165
40' Superstar Luxury Bus Rental		\$1591	\$165
40' Millennium Luxury Bus Rental		\$1591	\$165
40' Ambassador Luxury Bus Rental		\$1591	\$165
40' Majestic Luxury Bus Rental		\$1591	\$165
36' Pearl Luxury Bus Rental		\$1591	\$165
40' Blue Luxury Bus Rental		\$1800	\$195
40' Silver Luxury Bus Rental		\$1800	\$195
	CLIENT MUST PROVIDE A CERTIFICATE OF INSURANCE  (General Liability of \$1M Listing OTE as additionally insured)		
	MILL, PEARL, DIP, AMB, BLUE, ODY SIL, GAL - All with slide out capabilities.		

**\*Includes Cleaning, Sanitation, Tolls into Manhattan \$ Fuel \* (OT Fuel After 12 Hours \$25 Per)**

**\*Does not include, -Driver Fee, NY Sales Tax (State, City & MTA on Total Invoice - 8.875%)**

**Mileage Charge - \$0.95 Per Mile**

**\*\*Travel Time: Starts on location in Manhattan between Canal St. and 96th St. For locations outside of city, time is calculated from start point of Hoboken, NJ to final location destination and return to start point.\*\***

#### TERMS

Payment is due upon receipt of invoice unless terms have been established. Major credit cards are accepted. OTE may request a deposit of 50% of estimated invoice prior to the rental. OTE may charge a late fee of 2% per month to invoices thirty days or more outstanding. The fee for payment by wire transfer is \$25.00. All clients not in the U.S. must pay by cash, U.S. check or valid credit card upon invoice. A credit card number shall be provided to OTE for use in the event that amount due has not been paid upon receipt of invoice and OTE reserves the right to take any action possible to collect past due amounts, including, but not limited to, charging Lessee's credit card provided to OTE or directly debiting Lessee's checking or savings bank account. The credit card provided must be in the name of the person signing contract and in the event that Lessee provides another credit card for use by OTE, the cardholder must sign this contract and shall be held responsible for any amounts due to OTE.

#### RESPONSIBILITY

Lessee shall indemnify and hold harmless Lessor for any and all liabilities, claims, damages, costs, expenses, lawsuits, and injuries sustained or incurred by any person, whether or not said person(s) is employed by lessee or lessor, if injuries are sustained as a result of contributory or sole negligence of Lessor. Lessee assumes full responsibility for loss and/or damage to any Lessor owned property or equipment from whatever cause during this Agreement. Lessee agrees to pay for repairs of damage beyond normal wear and tear. All equipment is offered for inspection. Failure to inspect waives Lessee's rights to claim equipment was not in conformity with that requested and in good state of repair at time of delivery. On Time Elite Celebrity & Production Bus Rentals, LLC is not responsible for articles left by Lessee in and around rented vehicles. Lessee shall obtain and retain insurance protection for their personal or business articles and equipment during the term of this Agreement. Client further agrees that On Time Elite reserves the exclusive right, at the discretion of the OTE driver assigned to job, to refuse to continue if it is determined by the driver that to do so might cause damage to On Time's vehicle and/or jeopardize the safety and well-being of all parties involved. The following conditions can be used by the driver to determine such unsafe and hazardous conditions: unusually steep roads, streets, hills, or grades, unpaved roads or access areas, areas with excess amounts of trees or foliage, and, in general, any areas that are determined by the driver to be difficult or inaccessible. If the client disagrees with such determination and wants to continue, the client or its representative must sign an Assignment of Liability assuming responsibility and liability for any and all damages to On Time's vehicles and, further, for injury or injuries to any and all persons involved in said job, including that of OTE's personnel. If the client or its representative refuse to sign this Assignment, OTE reserves the right to refuse to continue with said project and any amounts due up to that time shall still be considered to be due and owing. OTE is not responsible for late arrival on location in the event of severe weather conditions.

This is a binding agreement between On Time Elite Celebrity & Production Bus Rentals, LLC (Lessor) and \_\_\_\_\_ (Lessee). By signing this Agreement, Lessee agrees to abide by the following terms and rates for services and equipment needs. Lessee is obligate to pay full day rate upon cancellation.

Your Name Printed

Elizabeth C. C...

Signature

[Signature]

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-399

Agenda No. 10.Z.2

Approved: \_\_\_\_\_

TITLE: \_\_\_\_\_

## WITHDRAWN



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HUDSON COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL TO ENSURE THAT CONSTRUCTION PROJECTS PERFORMED UNDER A PROJECT LABOR AGREEMENT PURSUANT TO CHAPTER 304, ARTICLE VII OF THE MUNICIPAL CODE, SHALL REQUIRE THAT FEMALES OR MINORITIES AS DEFINED IN N.J.A.C. 17:27-21, WHO ARE JERSEY CITY RESIDENTS, SHALL PERFORM AT LEAST TWENTY PERCENT (20%) OF THE TOTAL LABOR-PERSON HOURS ON THE PROJECT**

**COUNCIL**

offered and moved adoption of the following Resolution:

**WHEREAS**, in 2007 the Municipal Council passed Ordinance 07-123, subsequently amended by Ordinances 12-051 and 14-052 and codified as Chapter 304, Article VII of the Municipal Code, requiring any tax abated project that has a Total Construction Cost that is equal to, or exceeds, twenty-five million dollars (\$25 million), exclusive of any land acquisition costs, to execute a Project Labor Agreement (PLA); and

**WHEREAS**, when it initially adopted Ordinance 07-123 requiring PLAs on certain large-scale projects, the Municipal Council did so because it believed that PLAs would help low-income, minority and women workers gain access to careers in construction trades; and

**WHEREAS**, in the ten years since its adoption, the overwhelming body of evidence suggests that the City's hope that mandating PLAs on certain large-scale construction projects would help low-income, minority and women workers gain access to careers in construction trades has not materialized; and

**WHEREAS**, it is therefore in the City's best interest to amend Chapter 304, Article VII to require that all future PLAs establish firm hiring goals in order to ensure that minority and women Jersey City residents are actually hired to work on these projects; and

**WHEREAS**, the City recognizes that amending laws alone will not be sufficient; rather, it must enlist the aid and cooperation of the various Building & Construction Trades to assure more minority and women Jersey City residents are actually hired to work on these projects; and

**WHEREAS**, the City seeks to enter into a Memorandum of Understanding (MOU) with the Hudson County Building & Construction Trades Council to ensure that projects operating under a Project Labor Agreement (PLA) shall set aside twenty percent (20%) of the Labor-Person Hour hours on that project to be performed by minority residents of Jersey City or women residents of Jersey City; and

**WHEREAS**, the proposed MOU is attached hereto; and

**WHEREAS**, the City is authorized to execute the MOU pursuant to N.J.S.A. 40A:11-1 et seq.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the attached Memorandum of Understanding with the Hudson County Building & Construction Trades Council; and

City Clerk File No. Res. 17-399Agenda No. 10.Z.2

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HUDSON COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL TO ENSURE THAT CONSTRUCTION PROJECTS PERFORMED UNDER A PROJECT LABOR AGREEMENT PURSUANT TO CHAPTER 304, ARTICLE VII OF THE MUNICIPAL CODE, SHALL REQUIRE THAT FEMALES OR MINORITIES AS DEFINED IN N.J.A.C. 17:27-21, WHO ARE JERSEY CITY RESIDENTS, SHALL PERFORM AT LEAST TWENTY PERCENT (20%) OF THE TOTAL LABOR-PERSON HOURS ON THE PROJECT**

2. A copy of the Memorandum of Understanding is attached hereto subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel; and
3. The Mayor or Business Administrator is authorized to execute any other documents or to take such other actions appropriate or necessary to effectuate the purposes of this Resolution.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RE			
COUNCILPERSON	AYE	NAY	I
GAJEWSKI			
GADSDEN			
BOGGIANO			

✓ Indicates Vote

**WITHDRAWN**

PAGE 5.10.17			
COUNCILPERSON	AYE	NAY	N.V.
RIVERA			
VATTERMAN			
AVARRO, PRES			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Mt. \_\_\_\_\_ J.

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

**Full Title of Resolution**

A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HUDSON COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL TO ENSURE THAT CONSTRUCTION PROJECTS PERFORMED UNDER A PROJECT LABOR AGREEMENT PURSUANT TO CHAPTER 304, ARTICLE VII OF THE MUNICIPAL CODE, SHALL REQUIRE THAT FEMALES OR MINORITIES AS DEFINED IN N.J.A.C. 17:27-21, WHO ARE JERSEY CITY RESIDENTS, SHALL PERFORM AT LEAST TWENTY PERCENT (20%) OF THE TOTAL LABOR-PERSON HOURS ON THE PROJECT.

**Initiator**

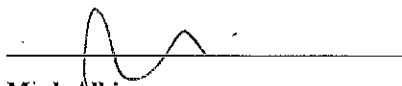
Department/Division	Office of the Mayor	Chief of Staff
Name/Title	Mark Albiez	Chief of Staff
Phone/email	201-547-6544	malbiez@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This Resolution authorizes the City to enter into a Memorandum of Understanding (MOU) with the Hudson County Building & Construction Trades Council to ensure that projects operating under a Project Labor Agreement (PLA) shall set aside twenty percent (20%) of the Labor-Person Hour hours on that project to be performed by Minority residents of Jersey City or women residents of Jersey City.

**I certify that all the facts presented herein are accurate.**

  
Mark Albiez  
Chief of Staff

May 3, 2017

Date



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF JERSEY CITY  
AND  
THE HUDSON COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

**WHEREAS**, the New Jersey Department of Labor and Workforce Development has reported that that construction projects performed under Project Labor Agreements ("PLAs") have higher participation rates of females, minorities and apprentices than non-PLA projects, and

**WHEREAS**, the City of Jersey City ("Jersey City") and the Hudson County Building and Construction Trades Council ("HCBT") recognize the value of PLAs and wish to establish firm goals for hiring Jersey City residents who are females and members of minority groups as defined by N.J.A.C. 17:27-2.1, including African-Americans, Latinos, Asian, Native Americans, and others ("Minorities") on PLA projects, and

**WHEREAS**, Jersey City and the HCBT also believe that more must be done to hire veterans on PLA projects, and

**WHEREAS**, Jersey City and the HCBT recognize the importance of Pre-Apprenticeship Programs and Apprenticeship Programs and Jersey City and the HCBT also recognize the need to establish goals for the enrollment of Jersey City residents who are females and Minorities in these programs, and

**WHEREAS**, Jersey City and the HCBT also believe that more veterans should be enrolled in Pre-Apprenticeship Programs and Apprenticeship Programs, and

**WHEREAS**, Jersey City and the HCBT also believe that more female and Minority-owned Jersey City businesses should be utilized on PLA construction projects, and

**WHEREAS**, in furtherance of these goals, Jersey City and the HCBT wish to utilize community-based organizations to assist with the recruitment of Jersey City residents who are female and Minorities on PLA construction projects as well as recruit more veterans to work on PLA construction projects, and

**WHEREAS**, Jersey City and the HCBT believe that it is essential to develop and implement a robust monitoring process to ensure the achievement of the above goals, and

**NOW THEREFORE THE UNDERSIGNED AGREE THAT:**

1. Construction projects performed under a PLA pursuant to Ordinance 07-123 ("Ordinance") as codified in Chapter 304, Article VII of the Municipal Code, shall require that females or Minorities as defined in N.J.A.C. 17:27-21 who are Jersey City residents shall perform at least twenty percent (20%) of the total Labor-Person Hours on the Project.
2. The Local Unions signatory to the PLAs shall, in addition the requirements set forth in the PLAs, provide to the Director of Office of Tax Abatement and Compliance ("The Director of Compliance" or "the Director") the following information:

- A. The number of Jersey City residents who are members of the Labor Union indicating which members are females, minorities, and veterans.
  - B. The number of Jersey City residents (designating those residents who are females, minorities, and veterans) who submitted an application in the prior year for admittance into the Apprenticeship Program; the number of said individuals who submitted a complete application or took the applicable test for application; the number of said individuals who passed said test and were interviewed; the number of said individuals who were offered admission into the Apprenticeship Program; and the number of said individuals who became apprentices.
  - C. Written notification for accepting applications for Apprenticeship program must be given between 45 to 60 days prior to date of accepting applications and include any requirements to apply.
  - D. Written notification if a Jersey City resident drops out of the Apprenticeship Program and/or is terminated and the reason(s) for said termination.
  - E. Written notification if a member who is a Jersey City resident relocates outside of Jersey City.
  - F. Written notification on a quarterly basis, of any member who is a Jersey City resident who withdraws or is terminated from membership.
  - G. If a Jersey City resident refuses a job referral to a Jersey City construction project under the Ordinance and/or refuses to leave his/her current job, the Local Union shall provide written notification of the refusal to the Director of Compliance.
- 3. Jersey City and its designee, Project Impact, shall serve as the lead entity in assisting Jersey City residents in the application process and preparing them for Apprenticeship tests. The HCBT and its affiliated Local Unions will cooperate with Jersey City and Project Impact in this regard including the distribution of any test preparation materials that are available to all other applicants to the program.
  - 4. The HCBT and its affiliated Local Unions will work cooperatively with Jersey City and Project Impact to identify funds to assist Jersey City residents with respect to any application fees for admission into Apprenticeship Programs.
  - 5. Jersey City, HCBT, and community-based organizations will conduct up to three (3) job fairs each year that target Jersey City residents of low income, disadvantaged, or at risk communities.
  - 6. With respect to the Helmet to Hardhats Program set forth in the PLAs, each Local Union will cooperate with the appropriate Jersey City staff on veteran recruitment of Jersey City resident.
  - 7. Jersey City, the HCBT, and its affiliated Local Unions will work jointly to estimate the number of Jersey City residents who are females and minorities that will be required to

meet the twenty (20) percent goal on construction projects under the Ordinance for each upcoming year following the execution date of this Agreement.

8. If it determined that a Local Union under-estimated its need of Jersey City residents who are female and minorities, Jersey City can require said Local Union to submit a recruitment plan for the upcoming year which plan will be part of any first phase remediation plan for a Local Union hat does not attempt in good faith to reach its 20% goal.
9. If a Local Union has not achieved its 20% goal, it shall meet with the appropriate Jersey City officials to explore the potential of alternative permitted approaches in order to meet said goal and said alternative approaches can be incorporated as part of a remediation plan between the City and the Local Union.

**IN WITNESS WHEREOF**, the parties have closed the Agreement to be executed and effective as of \_\_\_\_\_ 2017.

**CITY OF JERSEY CITY**

**HUDSON COUNTY BUILDING AND  
CONSTRUCTION TRADESCOUNCIL, AFL-CIO**

By: \_\_\_\_\_ By: \_\_\_\_\_

**Robert J. Kakoleski**  
**B Business Administrator**

**Name:**  
**Title:**

**UNION AFFILIATES**

**ASBESTOS WORKERS, LOCAL 32**

By: \_\_\_\_\_

**Name:**

**Title:**

**BRICKLAYERS AND ALLIED CRAFTS, LOCAL 4**

By: \_\_\_\_\_

**Name:**

**Title:**

**CARPENTERS, LOCAL 253**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**DOCKBUILDERS, LOCAL 1556**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**ELECTRICAL WORKERS, LOCAL 164**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**ELEVATOR CONSTRUCTORS, LOCAL 1**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**OPERATING ENGINEERS, LOCAL 825**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**IRONWORKERS, LOCAL 11**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**PIPEFITTERS, LOCAL 274**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**LABORERS, LOCAL 3**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**HEAVY CONSTRUCTION LABORERS, LOCAL 472**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL LOCAL 711**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**PLUMBERS, LOCAL 24**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**ROOFERS, LOCAL 8**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**SHEET METAL WORKERS, LOCAL 25**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**SPRINKLER FITTERS, LOCAL 696**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**TILE/MARBLE/TERRAZO WORKERS, LOCAL 7**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**TEAMSTERS, LOCAL 560**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**OPERATIVE PLASTERERS AND CEMENT MASONS, LOCAL 29**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**FOR SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL 25**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**FOR TEAMSTERS LOCAL 560**

**By:** \_\_\_\_\_

**Name:**

**Title:**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.17-400

Agenda No. 10.Z.3

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),  
NINTH STREET FROM MANILA AVENUE TO MARIN BOULEVARD  
BEGINNING 9:00 A.M. AND ENDING 6:00 P.M. SATURDAY, MAY 13, 2017 AT  
THE REQUEST OF THE HUDSON COUNTY SCHOOLS OF TECHNOLOGY  
EXPLORE 2000 MIDDLE SCHOOL FOR THE PURPOSE OF THE EXPLORE  
2000: FESTIVUS MAXIMUS PART II**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Hudson County Schools of Technology Explore 2000 Middle School to close Ninth Street from Manila Avenue to Marin Boulevard beginning 9:00 a.m. and ending 6:00 p.m. on Saturday, May 13, 2017 for the purpose of the Explore 2000: Festivus Maximus Part II; and

**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;


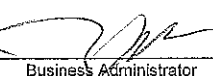
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71 and 296-73 and Section 122-8 be waived; and

**WHEREAS**, the request to close Ninth Street does not meet one or more of the requirements set forth in Section 296-72(B)(2)(8) and 296-73(D) and Section 122-8 (C) as the event will begin earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72, 296-73 and Section 122-8 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Ninth Street from Manila Avenue to Marin Boulevard beginning 9:00 a.m. and ending 6:00 p.m. on Saturday, May 13, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer  
APPROVED:   
Business Administrator

JDS:pcj  
(04.21.17)

APPROVED AS TO LEGAL FORM

  
for Corporation Counsel

Certification Required ☐

Not Required ☒

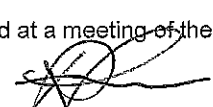
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input checked="" type="checkbox"/>			YUN	<input checked="" type="checkbox"/>			RIVERA	<input checked="" type="checkbox"/>		
GADSDEN	<input checked="" type="checkbox"/>			OSBORNE	<input checked="" type="checkbox"/>			WATTERMAN	<input checked="" type="checkbox"/>		
BOGGIANO	<input checked="" type="checkbox"/>			ROBINSON	<input checked="" type="checkbox"/>			LAVARRO, PRES	<input checked="" type="checkbox"/>		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), NINTH STREET FROM MANILA AVENUE TO MARIN BOULEVARD BEGINNING 9:00 A.M. AND ENDING 6:00 P.M. SATURDAY, MAY 13, 2017 AT THE REQUEST OF THE HUDSON COUNTY SCHOOLS OF TECHNOLOGY EXPLORE 2000 MIDDLE SCHOOL FOR THE PURPOSE OF THE EXPLORE 2000: FESTIVUS MAXIMUS PART II**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Amy Lin-Rodriguez on behalf of the Hudson Schools of Technology Explore 2000 Middle School, 180 Ninth St., JCNJ 201.631.6396	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

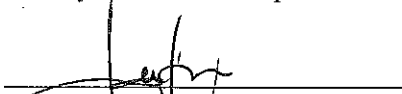
**Resolution Purpose**


AUTHORIZING THE CLOSING OF NINTH STREET FROM MANILA AVENUE TO MARIN BOULEVARD BEGINNING 9:00 A.M. AND ENDING 6:00 P.M. SATURDAY, MAY 13, 2017

FOR THE PURPOSE OF THE EXPLORE 2000: FESTIVUS MAXIMUS PART II

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

  
\_\_\_\_\_  
Department Director

4/21/17  
\_\_\_\_\_  
Date

5/3/17  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** Ninth St, Manila Ave to Marin Blvd

**PURPOSE OF EVENT:** Explore 2000: Festivus Maximus Part II

**BEGINS: 9AM ENDS: 6PM**

**Saturday, May 13, 2017**

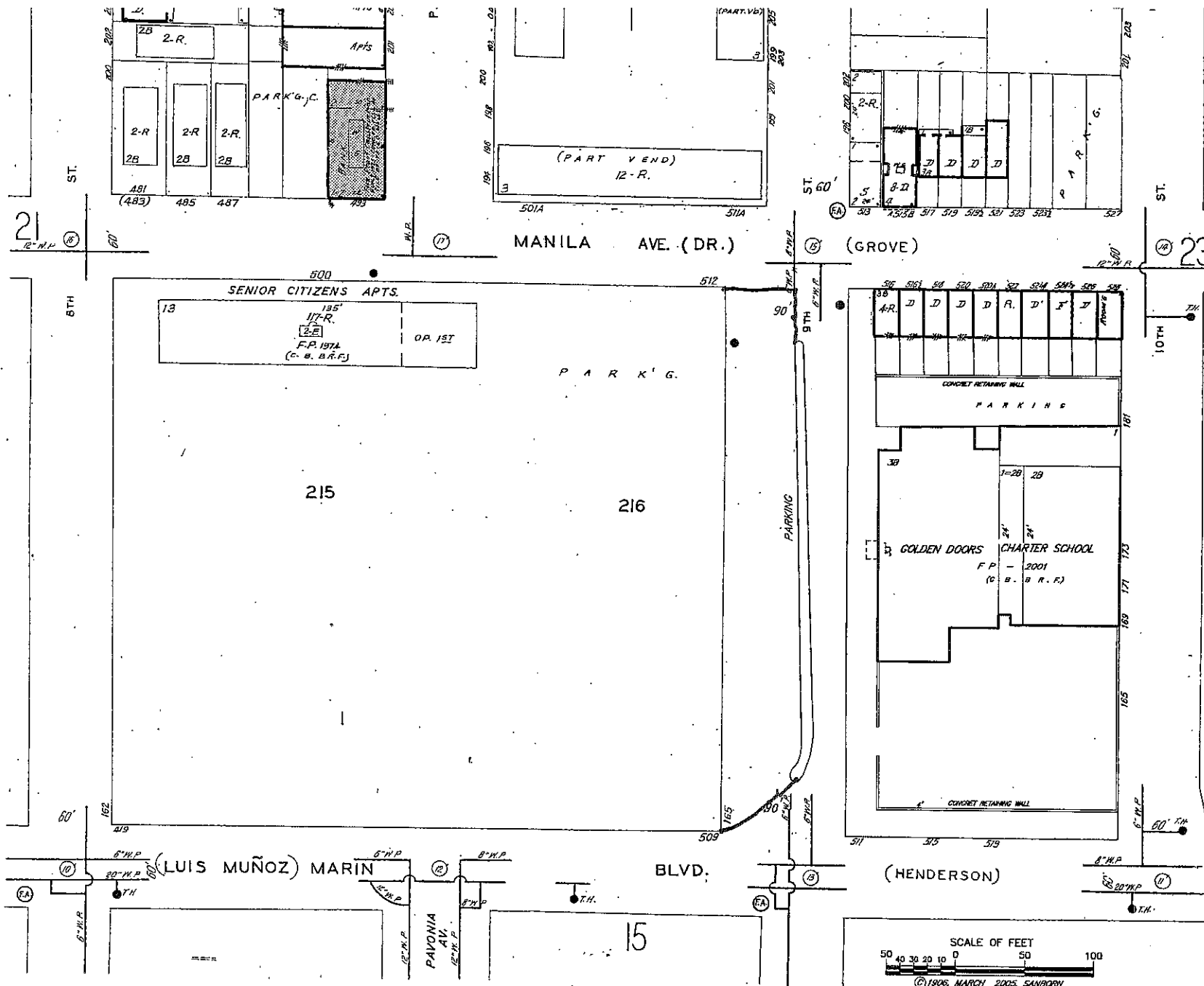
**APPLICANT:** Amy Lin-Rodriguez

**ORGANIZATION:** Hudson County Schools of Technology Explore 2000 Middle School

**ADDRESS:** 180 Ninth St, Jersey City NJ

**PHONE #:** 201.631.6396

**BEING WAIVED:** Start time





Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY

## OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY  
**SPECIAL EVENT APPLICATION**  
Signature Page - Multiple Districts



Elizabeth Cain  
Director

EXPLORE 2000: FESTIVUS MAXIMUS PART II  
**EVENT NAME:** 9TH STREET  
**EVENT DATE:** MAY 13TH, 2017  
**EVENT LOCATION:**

### OFFICE OF CULTURAL AFFAIRS REVIEWER

Initials of CA Reviewer: *[Signature]*

DocuSigned by:

*Cultural Affairs Event Planner*  
C2E39AE6264247B... 4/13/2017

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

- ☒ Approved ☐ Coordinate On-Duty Personnel  
☐ NOT Approved ☒ Coordinate Off-Duty Personnel

Signature of District Commander: *CC MAHONEY STREET CLOSURE*  
Comments: Date: 4/17/2017

DocuSigned by:

*Captain Nicholas Scordo*  
B1000278F445... 4/17/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

- ☐ Approved ☐ Coordinate On-Duty Personnel  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel

Signature of District Commander: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

- ☐ Approved ☐ Coordinate On-Duty Personnel  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel

Signature of District Commander: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

- ☐ Approved ☐ Coordinate On-Duty Personnel  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel

Signature of District Commander: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

- ☒ Approved ☐ Coordinate On-Duty Personnel  
☐ NOT Approved ☒ Coordinate Off-Duty Personnel

Signature of Police Chief: *Deputy Chief Joseph Camarero*  
Comments: Date: 4/18/2017

DocuSigned by:

*Deputy Chief Joseph Camarero*  
B1000278F445... 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

- ☒ Acknowledged Date: 4/18/2017

Signature of Off Duty Coordinator: *Thomas Mahoney*

DocuSigned by:

*Thomas Mahoney*  
FB7830AA55CF45C... 4/18/2017

### JERSEY CITY FIRE DEPARTMENT

- ☒ Approved: No Open Flame ☒ Additional Permits Required  
☐ NOT Approved ☐ Fire Inspector Required

Signature of Fire Official: *Dennis Miller*  
Comments: STATE TAGS FOR RIDES Date: 4/18/2017

DocuSigned by:

*Dennis Miller*  
B052F43804184E1... 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

- ☒ Approved ☐ Coordinate On-Duty Personnel  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel

Signature of Police Director: *Bill O'Donnell*  
Comments: Date: 4/20/2017

DocuSigned by:

*Bill O'Donnell*  
536319B5BA7640E... 4/20/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

- ☐ Acknowledged ☒ Pending Council Approval  
☐ Not Applicable ☐ Need Completed Signature Page

Signature of Traffic Engineer: *Monte Zuker*  
Comments: Date: 4/20/2017

DocuSigned by:

*Monte Zuker*  
AF1B7F1CEA134B... 4/20/2017

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

- ☐ No Food will be Sold ☐ Vendor List Required  
☐ Food will be Sold ☐ Health Inspector Required

Signature of Health Officer: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF RECREATION

- ☐ Stage Request: Approved  
☐ Stage: NOT Approved

Signature of Stage Coordinator: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

- ☐ Approved ☐ Requiring additional form  
☐ NOT Approved ☐ Additional fee will apply

Signature of Sanitation Director: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

- ☐ Request for use of Park: Approved  
☐ Request for use of Park: NOT Approved

Signature of Parks Director: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

- ☐ Request for Additional Barricades: Approved  
☐ Request for Additional Barricades: NOT Approved

Signature of Building & Streets Director: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF RISK MANAGEMENT

- ☐ COI is Approved ☐ Waiver request is Approved  
☐ COI is NOT Approved ☐ Waiver request is NOT Approved

Signature of Risk Manager: \_\_\_\_\_  
Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF COMMERCE

- ☐ Approved

Date: \_\_\_\_\_

Signature of Division of Commerce Director: \_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-401

Agenda No. 10.2.4

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET,  
PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE  
BEGINNING 8:00 A.M. AND ENDING 2:00 P.M. WEDNESDAY, MAY 24, 2017  
AT THE REQUEST OF THE CORDERO COMMUNITY SCHOOL FOR THE  
PURPOSE OF THE CORDERO SCHOOL - HEALTH FAIR**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Cordero Community School to close Pavonia Avenue from Avenue Erie Street to Manila Avenue beginning 8:00 a.m. and ending 2:00 p.m. Wednesday, May 24, 2017 for the purpose of the Cordero School - Health Fair; and

**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72, and 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

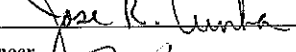
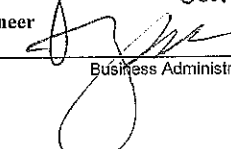
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and 122-8 be waived; and

**WHEREAS**, the request to close Pavonia Avenue does not meet one or more of the requirements set forth in Sections 296-72(B)(2)(8), 296-73(D) 122-8(A)(C) as the event will be held on a weekday and it will start earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72, 296-73 and 122-8 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Pavonia Avenue from Erie Street to Manila Avenue beginning 8:00 a.m. and ending 2:00 p.m. Wednesday, May 24, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer  
APPROVED:   
Business Administrator

JDS:pel  
(04.25.17)

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required

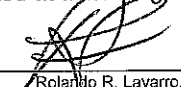
APPROVED 9-0

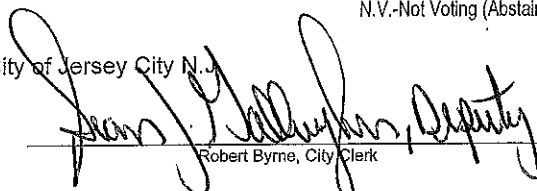
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE BEGINNING 8:00 A.M. AND ENDING 2:00 P.M. WEDNESDAY, MAY 24, 2017 AT THE REQUEST OF THE CORDERO COMMUNITY SCHOOL FOR THE PURPOSE OF THE CORDERO SCHOOL – HEALTH FAIR.

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Michelina Marinelli on behalf of the Cordero Community School, 158 Erie Street, JCNJ 201.217.7886	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

AUTHORIZING THE CLOSING OF PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE BEGINNING 8:00 A.M. AND ENDING 2:00 P.M. WEDNESDAY, MAY 24, 2017

FOR THE PURPOSE OF THE CORDERO SCHOOL – HEALTH FAIR

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

\_\_\_\_\_  
Department Director

4/25/17  
\_\_\_\_\_  
Date

5/3/17  
\_\_\_\_\_  
Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** Pavonia Ave, Erie St to Manila Ave

**PURPOSE OF EVENT:** Cordero School - Health Fair

**BEGINS: 8AM ENDS: 2PM**

**Wednesday, May 24, 2017**

**APPLICANT:** Michelina Marinelli

**ORGANIZATION:** Cordero

**ADDRESS:** 158 Erie St, Jersey City NJ

**PHONE #:** 201.217.7886

**BEING WAIVED:** Day of week, start time



Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY

## OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@icnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY  
**SPECIAL EVENT APPLICATION**

Signature Page - Multiple Districts



Elizabeth Cain  
Director

**EVENT NAME:** CORDERO SCHOOL - HEALTH FAIR **EVENT DATE:** MAY 24TH, 2017  
**EVENT LOCATION:** PAVONIA AVE BETWEEN ERIE & MANTILLA

### OFFICE OF CULTURAL AFFAIRS REVIEWER

Initials of CA Reviewer: *[Signature]*

DocuSigned by:

*Cultural Affairs Event Planner*  
C2E39AE62942478... 4/7/2017

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☒ Coordinate Off-Duty Personnel

Signature of District Commander: *Captain Nicholas Scuba*  
CC-Mahoney Street Closure

DocuSigned by:

*Captain Nicholas Scuba*  
E10000E7E8F9456... 4/17/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☐ Coordinate Off-Duty Personnel

Signature of District Commander: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☐ Coordinate Off-Duty Personnel

Signature of District Commander: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☐ Coordinate Off-Duty Personnel

Signature of District Commander: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☒ Coordinate Off-Duty Personnel

Signature of Police Chief: \_\_\_\_\_  
Comments: \_\_\_\_\_

DocuSigned by:

*Deputy Chief Joseph Cannara*  
81088999C2C944C... 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 4/20/2017

Signature of Off Duty Coordinator: *Thomas Mahoney*

DocuSigned by:

*Thomas Mahoney*  
FB7839A55CF45C... 4/20/2017

### JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame  
☐ NOT Approved

☐ Additional Permits Required  
☐ Fire Inspector Required

Signature of Fire Official: \_\_\_\_\_  
Comments: \_\_\_\_\_

DocuSigned by:

*Dennis Huber*  
6062F438D41B461... 4/20/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☐ Coordinate Off-Duty Personnel

Signature of Police Director: \_\_\_\_\_  
Comments: \_\_\_\_\_

DocuSigned by:

*Bill O'Donnell*  
53631BBE8A7640E... 4/24/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged  
☐ Not Applicable

☒ Pending Council Approval  
☐ Need Completed Signature Page

Signature of Traffic Engineer: \_\_\_\_\_  
Comments: \_\_\_\_\_

DocuSigned by:

*Monte Zucker*  
AF187F1CEA13404... 4/24/2017

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold  
☐ Food will be Sold

☐ Vendor List Required  
☐ Health Inspector Required

Signature of Health Officer: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved  
☐ Stage: NOT Approved

Signature of Stage Coordinator: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved  
☐ NOT Approved

☐ Requiring additional form  
☐ Additional fee will apply

Signature of Sanitation Director: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved  
☐ Request for use of Park: NOT Approved

Signature of Parks Director: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved  
☐ Request for Additional Barricades: NOT Approved

Signature of Building & Streets Director: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved  
☐ COI is NOT Approved

☐ Waiver request is Approved  
☐ Waiver request is NOT Approved

Signature of Risk Manager: \_\_\_\_\_  
Comments: \_\_\_\_\_

Date: \_\_\_\_\_

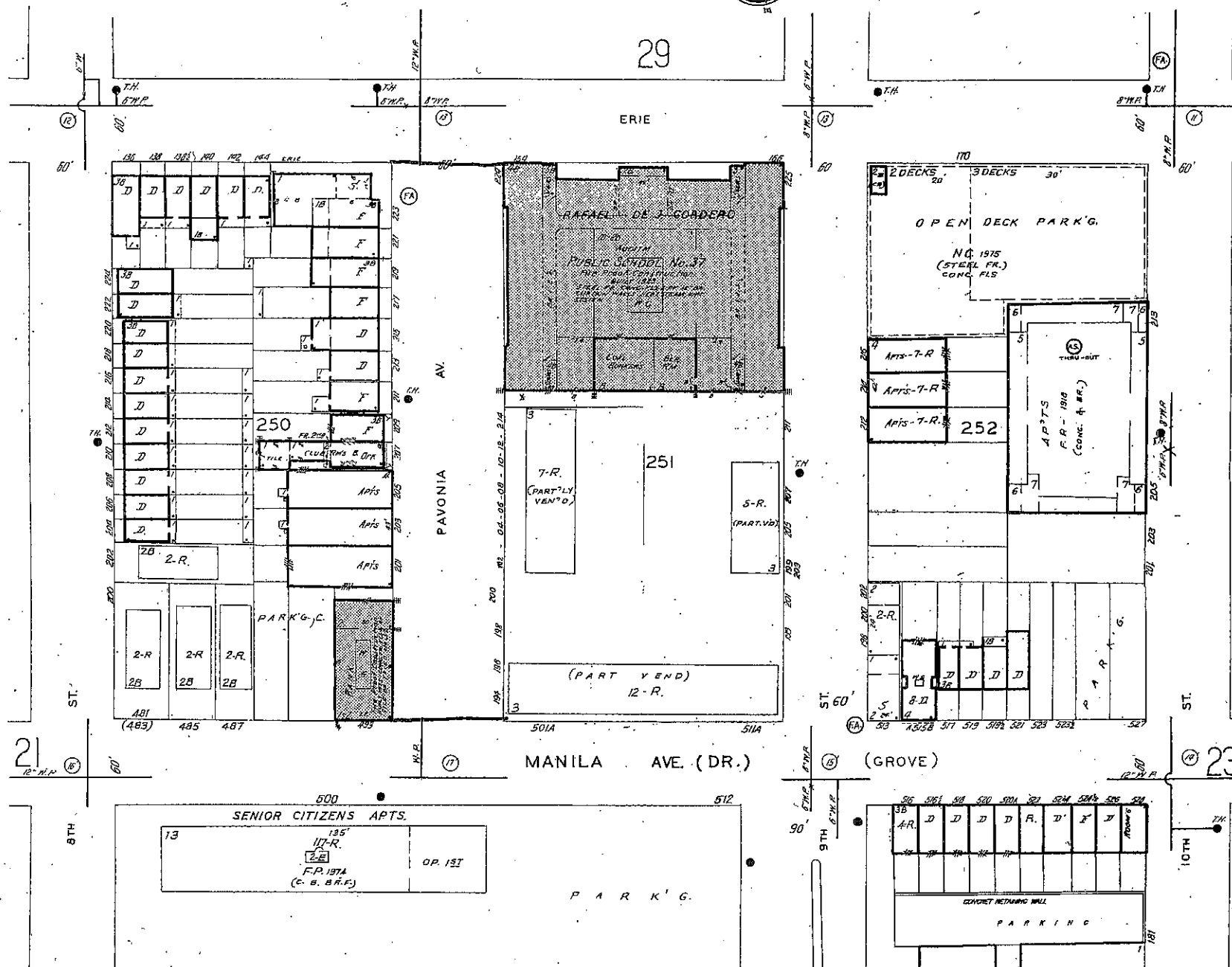
### JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date: \_\_\_\_\_

Signature of Division of Commerce Director: \_\_\_\_\_





# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-402

Agenda No. 10.2.5

Approved: MAY 10 2017

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, MANILA AVENUE FROM FOURTH STREET TO FIRST STREET; SADDLEWOOD COURT; SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET AND THIRD STREET FROM ERIE STREET TO MANILA AVENUE BEGINNING 7:00 A.M. AND ENDING 9:00 P.M. SUNDAY, MAY 28, 2017 AT THE REQUEST OF THE CATHOLIC ACTION OF MARY - ST. MARY'S CHURCH FOR THE PURPOSE OF SANTACRUZAN**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Catholic Action of Mary - St. Mary's Church to close Manila Avenue from Fourth Street to First Street; Saddlewood Court; Second Street from Marin Boulevard to Erie Street and Third Street from Erie Street to Manila Avenue beginning 7:00 a.m. and ending 9:00 p.m. Sunday, May 28, 2017 for the purpose of Santacruzán; and

**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72 and Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

**WHEREAS**, the request to close Manila Avenue; Saddlewood Court; Second Street and Third Street does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2), 296-73(D) and 122-8(A)(C) as more than one block at a time will be closed and the event will begin earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 and 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Manila Avenue from Fourth Street to First Street; Saddlewood Court; Second Street from Marin Boulevard to Erie Street and Third Street from Erie Street to Manila Avenue beginning 7:00 a.m. and ending 9:00 p.m. Sunday, May 28, 2017

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED: [Signature]  
Municipal Engineer

APPROVED: [Signature]  
Business Administrator

JDS:pcl  
(04.25.17)

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MANILA FROM FOURTH STREET TO FIRST STREET; SADDLEWOOD COURT; SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET AND THIRD STREET FROM ERIE STREET TO MANILA AVENUE BEGINNING 7:00 A.M. AND ENDING 9:00 P.M. SUNDAY, MAY 28, 2017 AT THE REQUEST OF THE CATHOLIC ACTION OF MARY – ST. MARY'S CHURCH FOR THE PURPOSE OF SANTACRUZAN

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Linda Mayo on behalf of Catholic Action of Mary – St. Mary's Church, 209 Third Street, JCNJ 917.656.9443	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

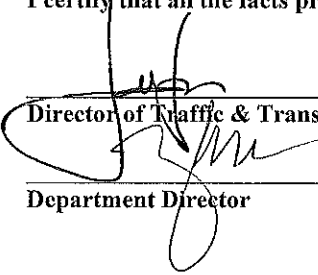
**Resolution Purpose**

AUTHORIZING THE CLOSING OF MANILA FROM FOURTH STREET TO FIRST STREET; SADDLEWOOD COURT; SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET AND THIRD STREET FROM ERIE STREET TO MANILA AVENUE BEGINNING 7:00 A.M. AND ENDING 9:00 P.M. SUNDAY, MAY 29, 2016

FOR THE PURPOSE OF SANTACRUZAN

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

\_\_\_\_\_  
Department Director

4/25/17  
\_\_\_\_\_  
Date

6/3/17  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCKS:** Manila Ave, Fourth St to First St  
Saddlewood Ct  
Second St, Marin Blvd to Erie St  
Third St, Erie St to Manila Ave

**PURPOSE OF EVENT:** Santacruzian

**BEGINS: 7AM ENDS: 9PM**  
**Sunday, May 28, 2017**

**APPLICANT:** Linda Mayo

**ORGANIZATION:** Catholic Action of Mary - St Mary's Church

**ADDRESS:** 209 Third St, Jersey City NJ

**PHONE #:** 917.656.9443

**BEING WAIVED:** More than one block at a time closed, start time

ENTIRE SHEET  
URBAN RENEWAL SITE

27

ERIE

ST. MARYS R.C. CHURCH  
WOOD FR. ON STEEL TRUSSES

ST. MARYS GRAMMAR SCHOOL

244

APTS  
BUILT 1920  
C.B. & F.

PARK'G

245

PARK'G

246

MANILA

AVE (DR.)

(GROVE)

SADDLE  
WOOD  
CT

(209)

210

(211)

VILLA BORINQUEN APTS.

P A R K I N G

(LUIS MUÑOZ)

MARIN

BLVD.

(HENDERSON)

13

4TH ST

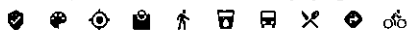


Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY

## OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@jcnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY  
**SPECIAL EVENT APPLICATION**

Signature Page - Multiple Districts



Elizabeth Cain  
Director

39TH SANTACRUZAN & FLORES DE MAYO PROCESSION & FESTIVAL  
**EVENT NAME:** ..... **EVENT DATE:** MAY 28TH, 2017  
**EVENT LOCATION:** MANILA AVE & 2ND STREET

### OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: .....

DocuSigned by:

Cultural Affairs Event Planner  
C2E39AE6294247B... 4/12/2017

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved  
☐ NOT Approved

☒ Coordinate On-Duty Personnel  
☒ Coordinate Off-Duty Personnel

Signature of District Commander: .....  
Proc-on-duty/Fest-off-duty  
Comments: ..... Date: 4/17/2017

DocuSigned by:

Captain Nicholas Scerbo  
E10020E7E8F... 4/17/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☐ Coordinate Off-Duty Personnel

Signature of District Commander: .....  
Comments: ..... Date: .....

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☐ Coordinate Off-Duty Personnel

Signature of District Commander: .....  
Comments: ..... Date: .....

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☐ Coordinate Off-Duty Personnel

Signature of District Commander: .....  
Comments: ..... Date: .....

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved  
☐ NOT Approved

☒ Coordinate On-Duty Personnel  
☒ Coordinate Off-Duty Personnel

Signature of Police Chief: .....  
Comments: ..... Date: 4/18/2017

DocuSigned by:

Deputy Chief Joseph Camarero  
81088999C2C84F... 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 4/20/2017

Signature of Off Duty Coordinator: .....

DocuSigned by:

Thomas Mahoney  
FB7830AA55CF45C... 4/20/2017

### JERSEY CITY FIRE DEPARTMENT

☐ Approved: No Open Flame  
☐ NOT Approved

☒ Additional Permits Required  
☒ Fire Inspector Required

Signature of Fire Official: .....  
I INSPECTOR/COOKING VENDORS  
Comments: ..... Date: 4/20/2017

DocuSigned by:

Dennis Miller  
0052F1300184B... 4/20/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved  
☐ NOT Approved

☐ Coordinate On-Duty Personnel  
☐ Coordinate Off-Duty Personnel

Signature of Police Director: .....  
Comments: ..... Date: 4/24/2017

DocuSigned by:

Bill O'Donnell  
53631B9E8A7640C... 4/24/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged  
☐ Not Applicable

☒ Pending Council Approval  
☐ Need Completed Signature Page

Signature of Traffic Engineer: .....  
Comments: ..... Date: 4/24/2017

DocuSigned by:

Monte Zucker  
AF1B7F1CEA1340C... 4/24/2017

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold  
☐ Food will be Sold

☐ Vendor List Required  
☐ Health Inspector Required

Signature of Health Officer: .....  
Comments: ..... Date: .....

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved  
☐ Stage: NOT Approved

Signature of Stage Coordinator: .....  
Comments: ..... Date: .....

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved  
☐ NOT Approved

☐ Requiring additional form  
☐ Additional fee will apply

Signature of Sanitation Director: .....  
Comments: ..... Date: .....

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved  
☐ Request for use of Park: NOT Approved

Signature of Parks Director: .....  
Comments: ..... Date: .....

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved  
☐ Request for Additional Barricades: NOT Approved

Signature of Building & Streets Director: .....  
Comments: ..... Date: .....

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI Is Approved  
☐ COI Is NOT Approved

☐ Waiver request Is Approved  
☐ Waiver request Is NOT Approved

Signature of Risk Manager: .....  
Comments: ..... Date: .....

### JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date: .....

Signature of Division of Commerce Director: .....

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-403

Agenda No. 10.Z.6

Approved: MAY 10 2017

TITLE:



## A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 4:30 P.M. SATURDAY, JUNE 3, 2017 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE JC FAMILIES KIDS RUN

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from JC Families to close Exchange Place beginning 10:00 a.m. and ending 4:30 p.m. Saturday, June 3, 2017 for the purpose of the JC Families Kids Run; and

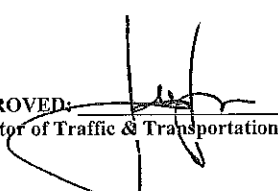
**WHEREAS**, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

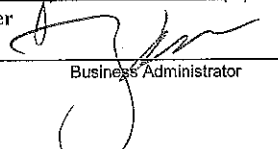
**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 10:00 a.m. and ending 4:30 p.m. Saturday, June 3, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

JDS:pci  
(4.21.17)

APPROVED AS TO LEGAL FORM

  
Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required ☒

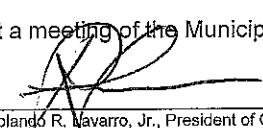
APPROVED 9-0

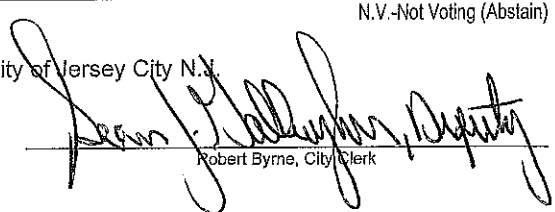
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 4:30 P.M. SATURDAY, JUNE 3, 2017 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE JC FAMILIES KIDS RUN**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Bianca Kirschner on behalf of JC Families, 201 Marin Boulevard, JCNJ 201.492.4930	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


**Resolution Purpose**

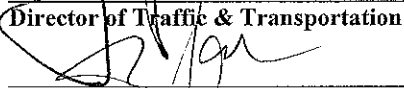
AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 4:30 P.M. SATURDAY, JUNE 3, 2017

FOR THE PURPOSE OF THE JC FAMILIES KIDS RUN

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

  
\_\_\_\_\_  
Department Director

4/21/17  
\_\_\_\_\_  
Date

8/3/17  
\_\_\_\_\_  
Date



## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** Exchange Pl

**PURPOSE OF EVENT:** JC Families Kids Run

**BEGINS: 10AM ENDS: 4:30PM**  
**Saturday, June 3, 2017**

**APPLICANT:** Bianca Kirschner

**ORGANIZATION:** JCFamilies

**ADDRESS:** 201 Marin Blvd, Jersey City NJ

**PHONE #:** 201.492.4930

**BEING WAIVED:** Nonresident





Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY

## OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@cnj.org



## SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain  
Director

EVENT NAME: JC FAMILIES KIDS RUN EVENT DATE: JUNE 3RD, 2017  
EVENT LOCATION: EXCHANGE PLACE PLAZA & OWEN GRUNDY PIER

### OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Planner

DocuSigned by:

C2E39AE6294247B... 4/12/2017

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: Captain Nicholas Sculco

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: CC MAHONEY STREET CLOSURE Date: 4/17/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: Date:

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: Date:

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: Date:

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief: Deputy Chief Joseph Cannara

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: 81089983C2C947 Date: 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 4/19/2017

Signature of Off Duty Coordinator: Thomas Mahoney

### JERSEY CITY FIRE DEPARTMENT

☐ Approved: No Open Flame

☐ Additional Permits Required

Signature of Fire Official: Dennis Miller

☐ NOT Approved

☐ Fire Inspector Required

Comments: 8052F438041B46 Date: 4/19/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director: Bill O'Donnell

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: 535318BEB7670E Date: 4/20/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer: Monte Zucker

☐ Not Applicable

☐ Need Completed Signature Page

Comments: AF197F1CEA134B Date: 4/20/2017

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments: Date:

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments: Date:

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director:

☐ NOT Approved

☐ Additional fee will apply

Comments: Date:

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director:

☐ Request for use of Park: NOT Approved

Comments: Date:

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director:

☐ Request for Additional Barricades: NOT Approved

Comments: Date:

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI Is Approved

☐ Waiver request Is Approved

Signature of Risk Manager:

☐ COI Is NOT Approved

☐ Waiver request Is NOT Approved

Comments: Date:

### JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-404

Agenda No. 10.Z.7

Approved: MAY 10 2017

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, McWILLIAMS PLACE BEGINNING 9:00 A.M. AND ENDING 7:30 P.M. SATURDAY, JUNE 10, 2017 AT THE REQUEST OF THE HAMILTON PARK NEIGHBORHOOD ASSOCIATION FOR THE PURPOSE OF THE PARKFEST**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from of the Hamilton Park Neighborhood Association to close McWilliams Place beginning 9:00 a.m. and ending 7:30 p.m. Saturday, June 10, 2017 for the purpose of the Parkfest; and

**WHEREAS**, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-8, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

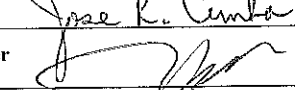
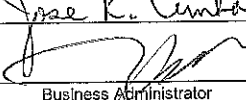
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

**WHEREAS**, the request to close McWilliams Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and Chapter 122, Section 122-8(A)(C) as the event as the event is sponsored by a non-resident and will start earlier than permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and Chapter 122, Section 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of McWilliams Place beginning 9:00 a.m. and ending 7:30 p.m. Saturday, June 10, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer  
APPROVED:   
Business Administrator

JDS:pcj  
(04.21.17)

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☒

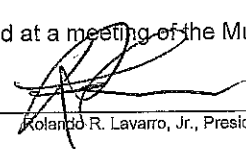
APPROVED 9-0

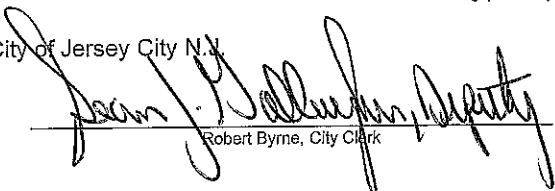
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, McWILLIAMS PLACE BEGINNING 9:00 A.M. AND ENDING 7:30 P.M. SATURDAY, JUNE 10, 2017 AT THE REQUEST OF THE HAMILTON PARK NEIGHBORHOOD ASSOCIATION FOR THE PURPOSE OF THE PARKFEST**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Marc Isikoff on behalf of the Hamilton Park Neighborhood Association, 344 Grove Street, JCNJ 201.589.0750	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

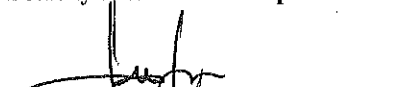
**Resolution Purpose**

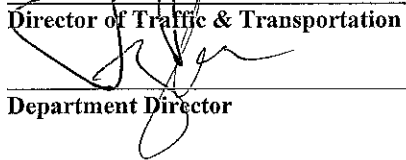
A RESOLUTION AUTHORIZING THE CLOSING OF McWILLIAMS PLACE BEGINNING 9:00 A.M. AND ENDING 7:30 P.M. SATURDAY, JUNE 10, 2017

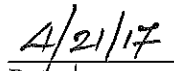
FOR THE PURPOSE OF THE PARKFEST

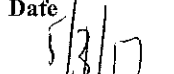
Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** McWilliams Pl

**PURPOSE OF EVENT:** Parkfest

**BEGINS: 9AM ENDS: 7:30PM**  
**Saturday, June 10, 2017**

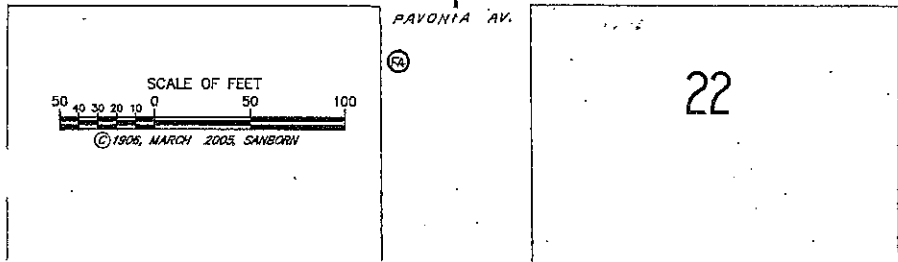
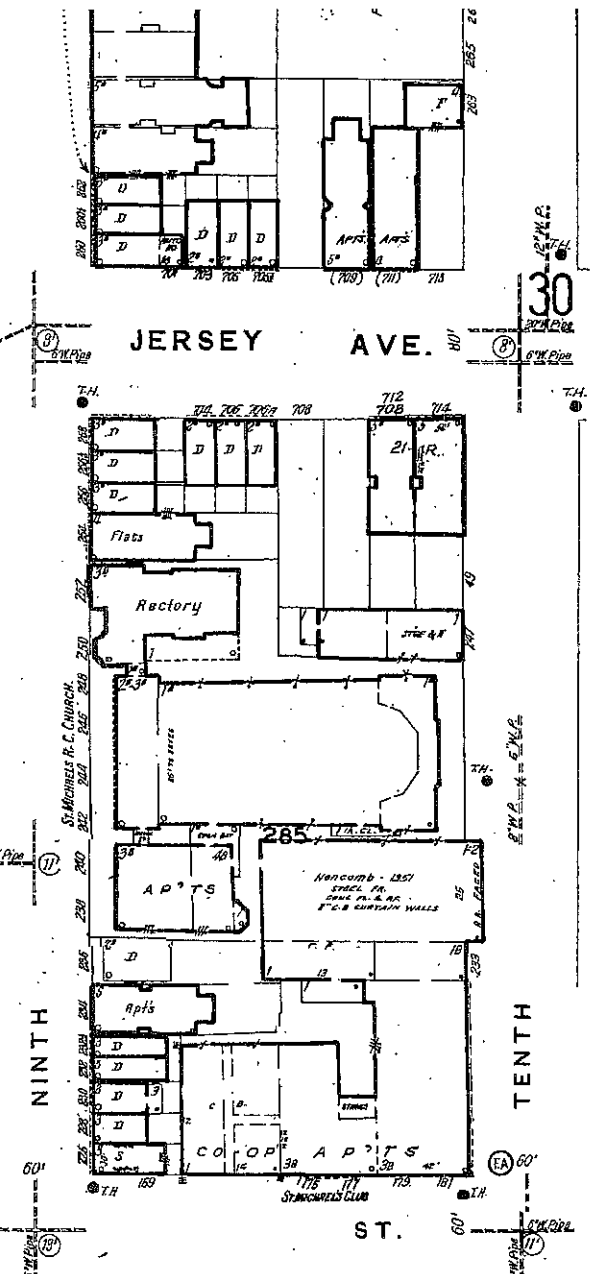
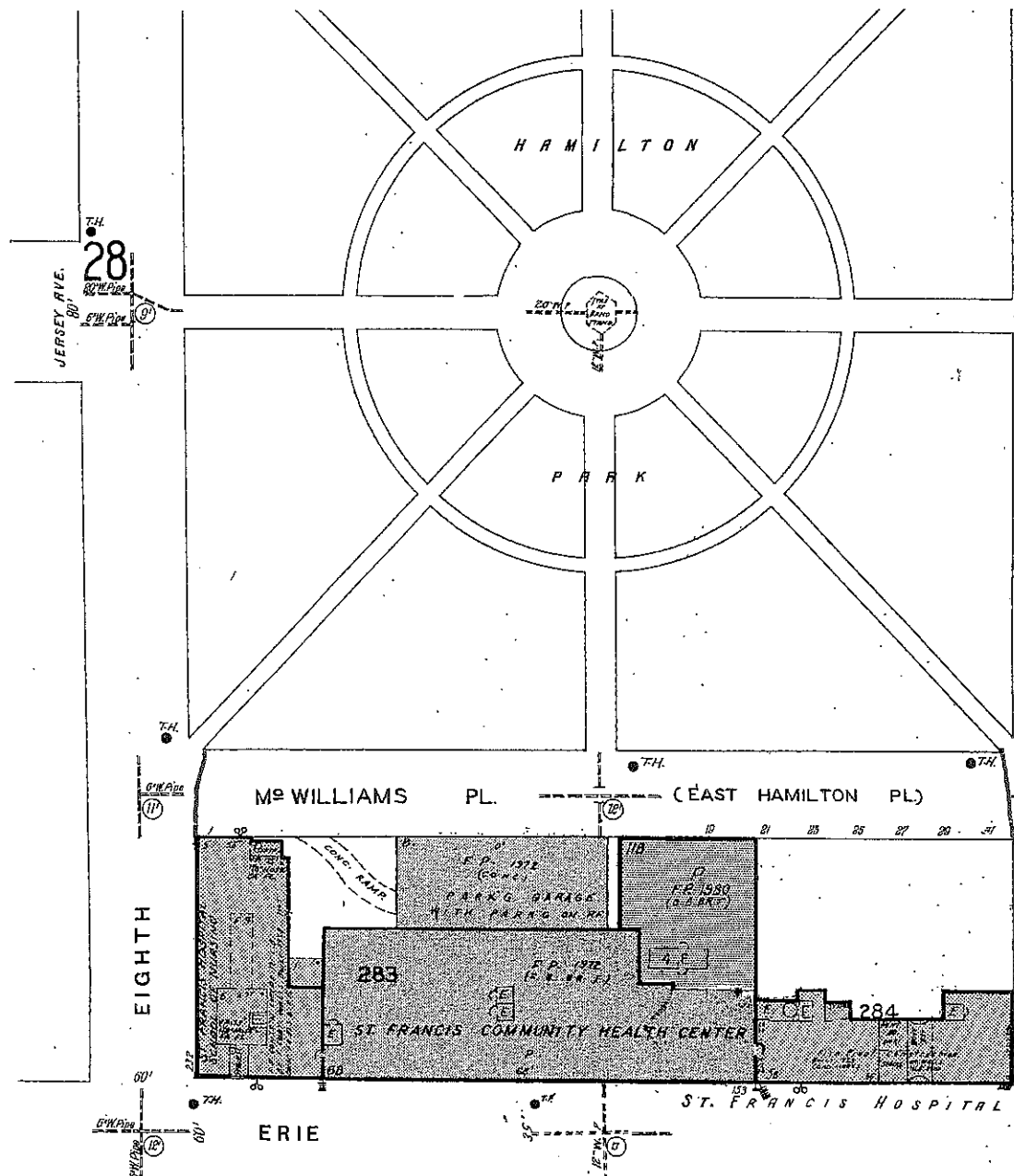
**APPLICANT:** Marc Isikoff

**ORGANIZATION:** Hamilton Park Neighborhood Assoc.

**ADDRESS:** 344 Grove St, Jersey City NJ

**PHONE #:** 201.589.0750

**BEING WAIVED:** Nonresident, start time



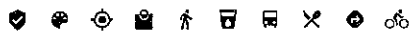


Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY

## OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@jcnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY

## SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain  
Director

**EVENT NAME:** PARKFEST **EVENT DATE:** 6/10/17  
**EVENT LOCATION:** HAMILTON PARK

### OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: \_\_\_\_\_

DocuSigned by:

Cultural Affairs Event Planner

C2E30AE6294247B...

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: \_\_\_\_\_

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

DocuSigned by:

Captain Nicholas Scerbo

CC Mahoney-ATC 1/1/2017

Date: 6/10/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: \_\_\_\_\_

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: \_\_\_\_\_

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: \_\_\_\_\_

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief: \_\_\_\_\_

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

DocuSigned by:

Deputy Chief Joseph Cammaro

6108599C2C2094...

Date: 4/5/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 4/18/2017

Signature of Off Duty Coordinator: \_\_\_\_\_

DocuSigned by:

Thomas Mahoney

F87830AA55CF45C...

### JERSEY CITY FIRE DEPARTMENT

☐ Approved: No Open Flame

☒ Additional Permits Required

Signature of Fire Official: \_\_\_\_\_

☐ NOT Approved

☒ Fire Inspector Required

Comments: \_\_\_\_\_

DocuSigned by:

Dennis Miller

LIST OF VENDORS w/ OPEN FLAME

4/18/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director: \_\_\_\_\_

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

DocuSigned by:

Bill O'Donnell

53631BDEA7640E...

Date: 4/20/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer: \_\_\_\_\_

☐ Not Applicable

☐ Need Completed Signature Page

Comments: \_\_\_\_\_

DocuSigned by:

Monte Zucker

AF187F1CEA134D...

Date: 4/20/2017

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer: \_\_\_\_\_

☐ Food will be Sold

☐ Health Inspector Required

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator: \_\_\_\_\_

☐ Stage: NOT Approved

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director: \_\_\_\_\_

☐ NOT Approved

☐ Additional fee will apply

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director: \_\_\_\_\_

☐ Request for use of Park: NOT Approved

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director: \_\_\_\_\_

☐ Request for Additional Barricades: NOT Approved

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager: \_\_\_\_\_

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date: \_\_\_\_\_

Signature of Division of Commerce Director: \_\_\_\_\_



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-405

Agenda No. 10.Z.8

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET,  
PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE  
BEGINNING 9:00 A.M. AND ENDING 7:30 P.M. WEDNESDAY, JUNE 14, 2017  
AT THE REQUEST OF THE CORDERO COMMUNITY SCHOOL FOR THE  
PURPOSE OF THE CORDERO SCHOOL - FESTIVAL OF STARS**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Cordero Community School to close Pavonia Avenue from Avenue Erie Street to Manila Avenue beginning 9:00 a.m. and ending 7:30 p.m. Wednesday, June 14, 2017 for the purpose of the Cordero School - Festival of Stars; and

**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72, and 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and


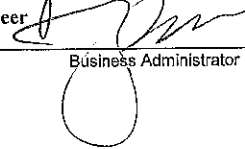
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and 122-8 be waived; and

**WHEREAS**, the request to close Pavonia Avenue does not meet one or more of the requirements set forth in Sections 296-72(B)(2)(8), 296-73(D) 122-8(A)(C) as the event will be held on a weekday and it will start earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72, 296-73 and 122-8 be waived.

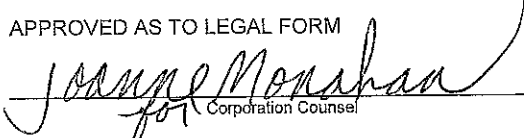
**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Pavonia Avenue from Erie Street to Manila Avenue beginning 9:00 a.m. and ending 7:30 p.m. Wednesday, June 14, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer  
APPROVED:   
Business Administrator

JDS:pcl  
(04.21.17)

APPROVED AS TO LEGAL FORM

  
for Corporation Counsel

Certification Required ☐

Not Required

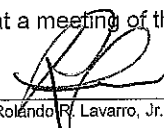
APPROVED 9-0

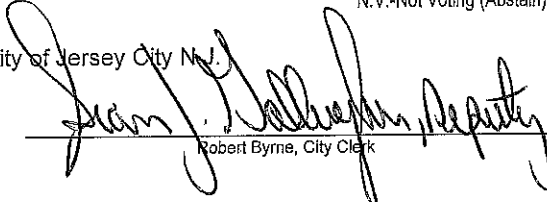
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
BADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE BEGINNING 9:00 A.M. AND ENDING 7:30 P.M. WEDNESDAY, JUNE 14, 2017 AT THE REQUEST OF THE CORDERO COMMUNITY SCHOOL FOR THE PURPOSE OF THE CORDERO SCHOOL – FESTIVAL OF STARS**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Michelina Marinelli on behalf of the Cordero Community School, 158 Erie Street, JCNJ 201.217.7886	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

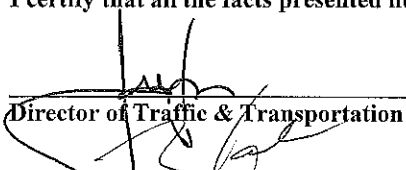
**Resolution Purpose**

AUTHORIZING THE CLOSING OF PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE BEGINNING 9:00 A.M. AND ENDING 7:30 P.M. WEDNESDAY, JUNE 14, 2017

FOR THE PURPOSE OF THE CORDERO SCHOOL – FESTIVAL OF STARS

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** Pavonia Ave, Erie St to Manila Ave

**PURPOSE OF EVENT:** Cordero School - Festival of Stars

**BEGINS: 9AM ENDS: 7:30PM**

**Wednesday, June 14, 2017**

**APPLICANT:** Michelina Marinelli

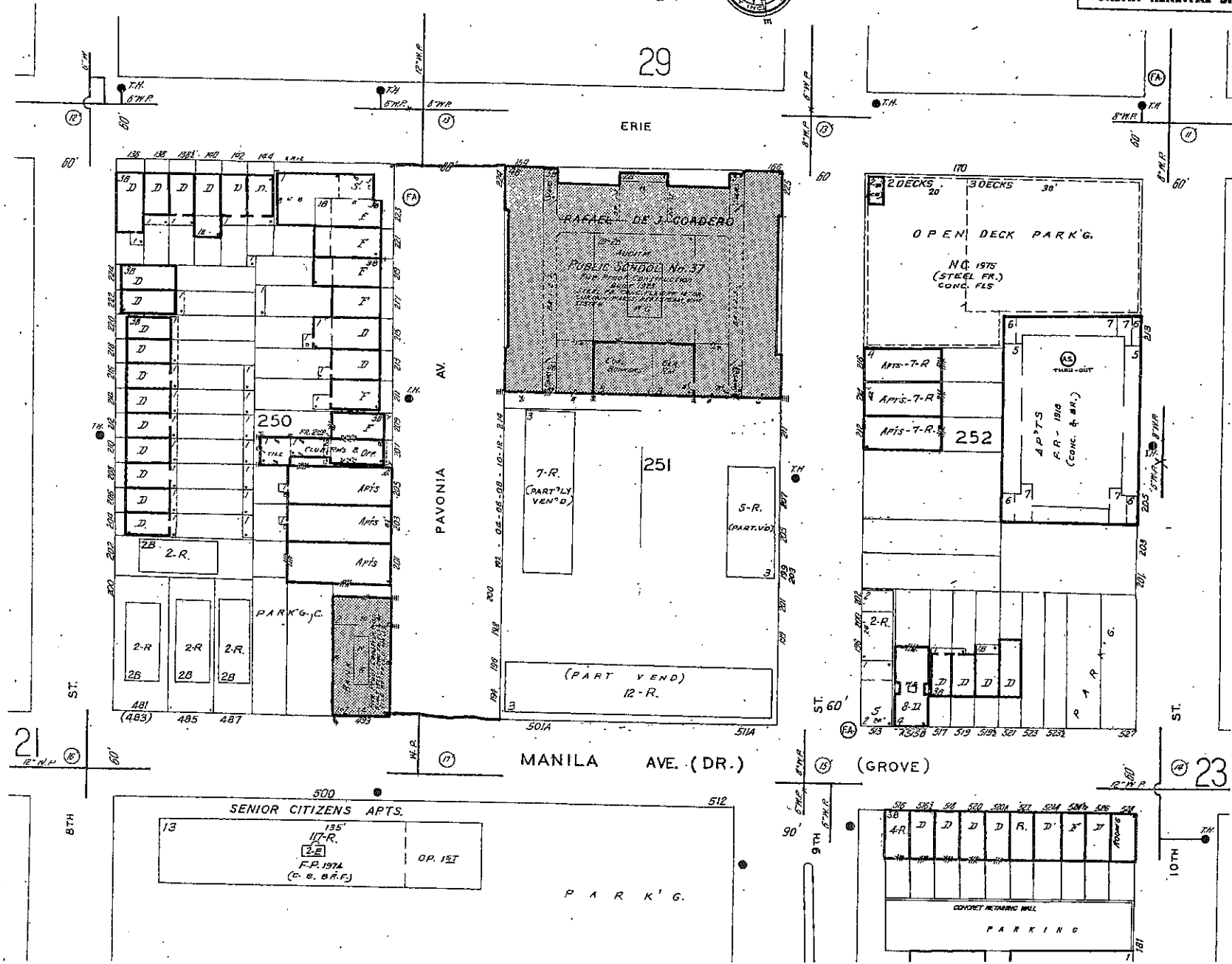
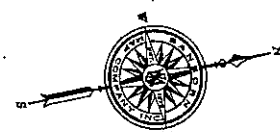
**ORGANIZATION:** Cordero Community School

**ADDRESS:** 158 Erie St, Jersey City NJ

**PHONE #:** 201.217.7886

**BEING WAIVED:** Day of week, start time

ENTIRE SHEET  
URBAN RENEWAL SITE





Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY

## OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY  
**SPECIAL EVENT APPLICATION**

Signature Page - Multiple Districts



Elizabeth Cain  
Director

CORDERO SCHOOL - FESTIVAL OF STARS

JUNE 14TH, 2017

**EVENT NAME:** ..... **EVENT DATE:** .....  
**EVENT LOCATION:** PAVONIA AVE BETWEEN ERIE & MANILLA - HAM PARK & ENOS JONES PARK

### OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: .....

DocuSigned by:

Cultural Affairs Event Planner  
C2E9BAE6294247B... 4/7/2017

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: .....

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: .....

DocuSigned by:

Captain Nicholas Scerbo  
CC-Mahoney STREET CLOSURE  
E1002DE8F868... 4/17/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: .....

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: .....

Date: .....

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: .....

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: .....

Date: .....

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: .....

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: .....

Date: .....

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief: .....

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: .....

DocuSigned by:

Deputy Chief Joseph Carrara  
81088086C2C84... 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 4/18/2017

Signature of Off Duty Coordinator: .....

DocuSigned by:

Thomas Mahoney  
FB7830AA55CF45C... 4/18/2017

### JERSEY CITY FIRE DEPARTMENT

☐ Approved: No Open Flame ☒ Additional Permits Required

Signature of Fire Official: .....

☐ NOT Approved

☐ Fire Inspector Required

Comments: .....

DocuSigned by:

Dennis Miller  
OPEN FLAME PERMIT TAGS FOR RIDES  
6052F3804783... 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director: .....

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: .....

DocuSigned by:

Bill O'Donnell  
536318BE8A7640E... 4/20/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer: .....

☐ Not Applicable

☐ Need Completed Signature Page

Comments: .....

Date: .....

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer: .....

☐ Food will be Sold

☐ Health Inspector Required

Comments: .....

Date: .....

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator: .....

☐ Stage: NOT Approved

Comments: .....

Date: .....

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director: .....

☐ NOT Approved

☐ Additional fee will apply

Comments: .....

Date: .....

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director: .....

☐ Request for use of Park: NOT Approved

Comments: .....

Date: .....

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director: .....

☐ Request for Additional Barricades: NOT Approved

Comments: .....

Date: .....

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager: .....

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments: .....

Date: .....

### JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date: .....

Signature of Division of Commerce Director: .....

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-406

Agenda No. 10.Z.9

Approved: \_\_\_\_\_

TITLE: \_\_\_\_\_

## WITHDRAWN



**A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BERGEN AVENUE FROM DUNCAN AVENUE TO MONTGOMERY STREET; BOLAND STREET; FAIRMOUNT AVENUE FROM BRITTON STREET TO MONTICELLO AVENUE; NEVIN STREET AND STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE BEGINNING 9:00 A.M. AND ENDING 7:00 P.M. SATURDAY, JUNE 17, 2017 AT THE REQUEST OF THE MCGINLEY SQUARE PARTNERSHIP FOR THE PURPOSE OF THE BUILD A BETTER BLOCK STREET FAIR**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the McGinley Square Partnership to close Bergen Avenue from Duncan Avenue to Montgomery Street; Boland Street; Fairmount Avenue from Britton Street to Monticello Avenue; Nevin Street and Storms Avenue from Bergen Avenue to Monticello Avenue beginning 9:00 a.m. and ending 7:00 p.m. Saturday, June 17, 2017 for the purpose of the Build a Better Block Street Fair; and

**WHEREAS**, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

**WHEREAS**, the request to close Bergen Avenue; Boland Street; Fairmount Avenue; Nevin Street and Storms Avenue does not meet one or more of the requirements set forth in Sections 296-71, 296-72(2), 296-73(D) and 122-8(C) as more than one block at a time will be closed and the event will start earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296(2) and 296-73 and 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Bergen Avenue from Duncan Avenue to Montgomery Street; Boland Street; Fairmount Avenue from Britton Street to Monticello Avenue; Nevin Street and Storms Avenue from Bergen Avenue to Monticello Avenue beginning 9:00 a.m. and ending 7:00 p.m. Saturday, June 17, 2017.

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

Corporation Counsel

JDS:pcj  
(04.21.17)

Certification Required ☐

Not Required ☐

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BERGEN AVENUE FROM DUNCAN AVENUE TO MONTGOMERY STREET; BOLAND STREET; FAIRMOUNT AVENUE FROM BRITTON STREET TO MONTICELLO AVENUE; NEVIN STREET AND STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE BEGINNING 9:00 A.M. AND ENDING 7:00 P.M. SATURDAY, JUNE 17, 2017 AT THE REQUEST OF THE MCGINLEY SQUARE PARTNERSHIP FOR THE PURPOSE OF THE BUILD A BETTER BLOCK STREET FAIR

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Annie Burtoff on behalf of McGinley Square Partnership, 751 Montgomery Street, JCJN 201.200.9600	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

AUTHORIZING THE CLOSING OF BERGEN AVENUE FROM DUNCAN AVENUE TO MONTGOMERY STREET; BOLAND STREET; FAIRMOUNT AVENUE FROM BRITTON STREET TO MONTICELLO AVENUE; NEVIN STREET AND STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE BEGINNING 9:00 A.M. AND ENDING 7:00 P.M. SATURDAY, JUNE 17, 2017

FOR THE PURPOSE OF THE BUILD A BETTER BLOCK STREET FAIR

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
Director of Traffic & Transportation

Department Director

4/21/17  
Date

5/3/17  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCKS:** Bergen Ave, Duncan Ave to Montgomery St  
Boland St  
Fairmount Ave, Britton St to Monticello Ave  
Nevin St  
Storms Ave, Bergen Ave to Monticello Ave

**PURPOSE OF EVENT:** Build A Better Block Street Fair

**BEGINS: 9AM ENDS: 7PM**  
**Saturday, June 17, 2017**

**APPLICANT:** Annie Burtoff

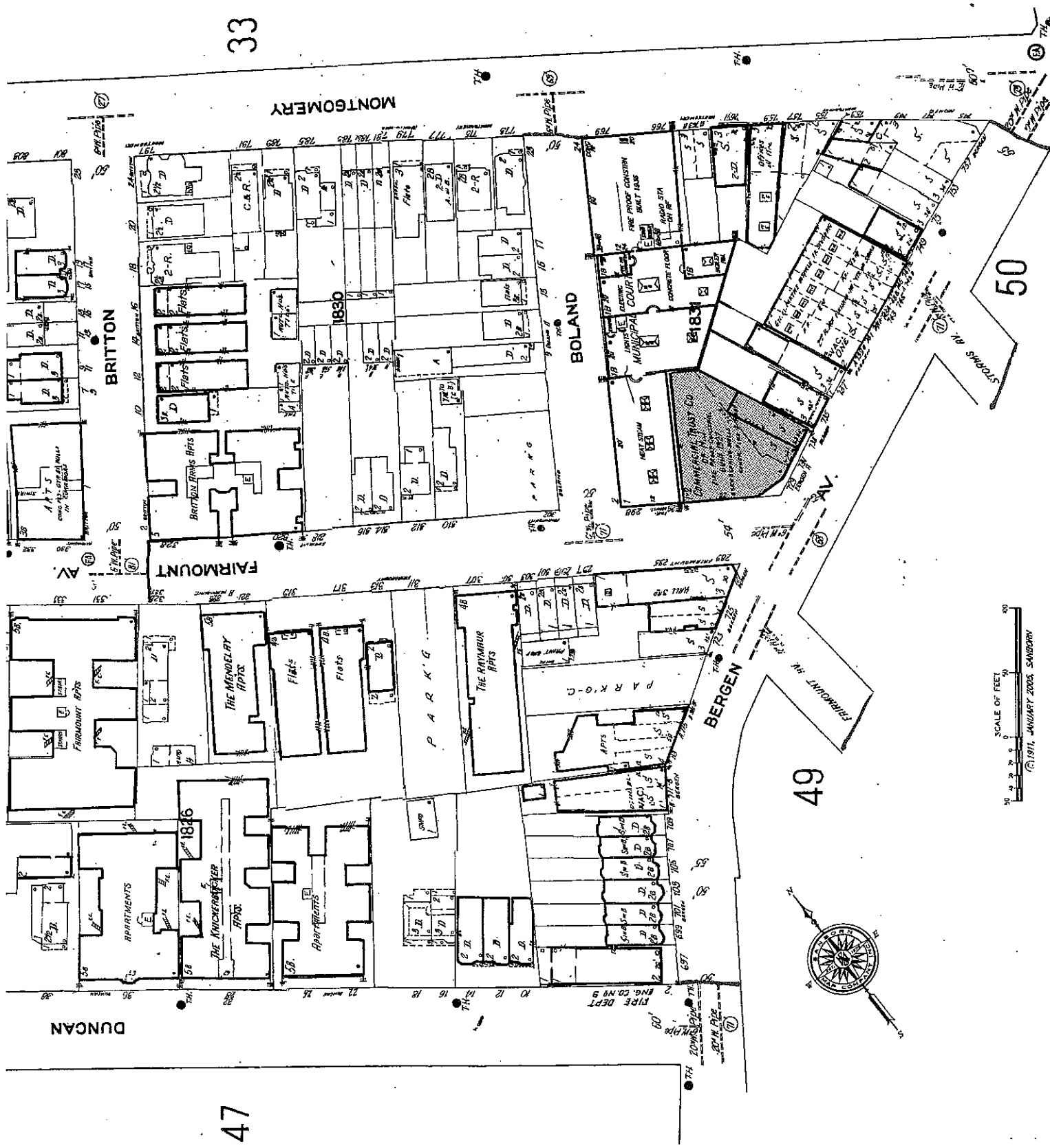
**ORGANIZATION:** McGinley Square Partnership

**ADDRESS:** 761 Montgomery St, Jersey City NJ

**PHONE #:** 201.200.9600

**BEING WAIVED:** More than one block at a time closed, start time





33

47

SCALE OF FEET  
0 10 20 30 40 50 60 70 80 90 100  
© 1971, JANUARY 2002, SANDOR

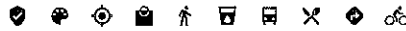


Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY

## OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE. #JERSEYCITY  
**SPECIAL EVENT APPLICATION**

Signature Page - Multiple Districts



Elizabeth Cain  
Director

**EVENT NAME:** BUILD A BETTER BLOCK STREET FAIR **EVENT DATE:** JUNE 17TH  
**EVENT LOCATION:** BERGEN AVE BETWEEN MONTGOMERY & DUNCAN

### OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:

Cultural Affairs Event Planner  
4/7/2017

C2E39AE6294247B...

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: 4/10/2017

DocuSigned by:

Captain Michael Kelly  
2CF9C4C6BCF845

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Chief: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: 4/10/2017

DocuSigned by:

Chief Philip Zucchi  
81D8B98C2C945

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged Date: 4/19/2017 Signature of Off Duty Coordinator: \_\_\_\_\_

DocuSigned by:

Thomas Mahoney  
FB7830AA55CF45C...

### JERSEY CITY FIRE DEPARTMENT

☐ Approved: No Open Flame ☒ Additional Permits Required Signature of Fire Official: \_\_\_\_\_  
☐ NOT Approved ☒ Fire Inspector Required Comments: LIST OF COOKING VENDORS Date: 4/19/2017

DocuSigned by:

Dennis Nider  
80521380418461

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Director: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: 4/20/2017

DocuSigned by:

Bill O'Donnell  
53631B8E8A76405

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged ☒ Pending Council Approval Signature of Traffic Engineer: \_\_\_\_\_  
☐ Not Applicable ☐ Need Completed Signature Page Comments: \_\_\_\_\_ Date: 4/20/2017

DocuSigned by:

Monte Zucker  
AF1B7F1CEA13404

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold ☐ Vendor List Required Signature of Health Officer: \_\_\_\_\_  
☐ Food will be Sold ☐ Health Inspector Required Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved Signature of Stage Coordinator: \_\_\_\_\_  
☐ Stage: NOT Approved Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved ☐ Requiring additional form Signature of Sanitation Director: \_\_\_\_\_  
☐ NOT Approved ☐ Additional fee will apply Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved Signature of Parks Director: \_\_\_\_\_  
☐ Request for use of Park: NOT Approved Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved Signature of Building & Streets Director: \_\_\_\_\_  
☐ Request for Additional Barricades: NOT Approved Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI Is Approved ☐ Waiver request is Approved Signature of Risk Manager: \_\_\_\_\_  
☐ COI Is NOT Approved ☐ Waiver request is NOT Approved Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF COMMERCE

☐ Approved Date: \_\_\_\_\_ Signature of Division of Commerce Director: \_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-407  
Agenda No. 10.Z.10  
Approved: MAY 10 2017  
TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET,  
YORK STREET FROM WASHINGTON STREET TO GREENE STREET  
BEGINNING 10:00 A.M. AND ENDING 11:00 P.M., THURSDAY, JUNE 15, 2017  
AT THE REQUEST OF THE YORK STREET PROJECT FOR THE PURPOSE  
OF AN EVENING UNDER THE STARS – YORK STREET PROJECT**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the York Street Project to close York Street from Washington Street to Greene Street beginning 10:00 a.m. and ending 11:00 p.m. Thursday, June 15, 2017 for the purpose of an Evening Under the Stars – York Street Project; and

**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72, and 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and 122-8 be waived; and

**WHEREAS**, the request to close York Street does not meet one or more of the requirements set forth in Sections 296-72(B)(2)(8), 296-73(D) 122-8(C) as the event will be held on a weekday and it will start earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72, 296-73 and 122-8 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of York Street from Washington Street to Greene Street beginning 10:00 a.m. and ending 11:00 p.m. Thursday, June 15, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED: 

Municipal Engineer

APPROVED: 

Business Administrator

JDS:pcj  
(04.21.17)

APPROVED AS TO LEGAL FORM

  
Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required ☒

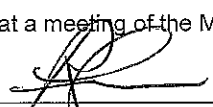
APPROVED 9-0

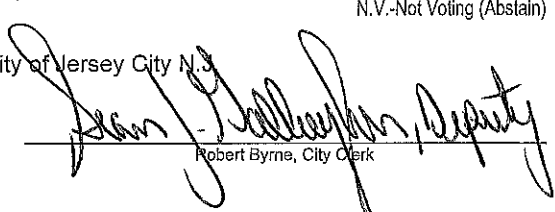
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, YORK STREET FROM WASHINGTON STREET TO GREENE STREET BEGINNING 10:00 A.M. AND ENDING 11:00 P.M. THURSDAY, JUNE 15, 2017 AT THE REQUEST OF THE YORK STREET PROJECT FOR THE PURPOSE OF AN EVENING UNDER THE STARS – YORK STREET PROJECT**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Kyle O'Neill on behalf of the York Street Project, 89 York Street, JCNJ 201.441.8225	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

A RESOLUTION AUTHORIZING THE CLOSING OF YORK STREET FROM WASHINGTON STREET TO GREENE STREET BEGINNING 10:00 A.M. AND ENDING 11:00 P.M. THURSDAY, JUNE 15, 2017

FOR THE PURPOSE OF AN EVENING UNDER THE STARS – YORK STREET PROJECT

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

\_\_\_\_\_  
Department Director

4/21/17  
\_\_\_\_\_  
Date

8/3/17  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** York St, Washington St to Greene St

**PURPOSE OF EVENT:** Evening Under The Stars - York St Project

**BEGINS: 10AM ENDS: 11PM**

**Thursday, June 15, 2017**

**APPLICANT:** Kyle O'Neill

**ORGANIZATION:** York St Project

**ADDRESS:** 89 York St, Jersey City NJ

**PHONE #:** 201.451.8225

**BEING WAIVED:** Day of week





Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@jcn.org



## SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain  
Director

**EVENT NAME:** EVENING UNDER THE STARS - YORK STREET PROJECT **EVENT DATE:** JUNE 15TH, 2017

**EVENT LOCATION:** YORK STREET

### OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: \_\_\_\_\_

DocuSigned by:

Cultural Affairs Event Planner

C2E30AE82942478...

4/12/2017

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: \_\_\_\_\_

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: CC Mahoney/Steel

DocuSigned by:

Captain Nicholas Scalo

4/13/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: \_\_\_\_\_

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: \_\_\_\_\_

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: \_\_\_\_\_

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief: \_\_\_\_\_

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

DocuSigned by:

Deputy Chief Joe Commora

4/13/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 4/18/2017

Signature of Off Duty Coordinator: \_\_\_\_\_

DocuSigned by:

Thomas Mahoney

FB7630AA250F450...

DocuSigned by:

Dennis Nibler

4/18/2017

### JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame

☐ Additional Permits Required

Signature of Fire Official: \_\_\_\_\_

☐ NOT Approved

☐ Fire Inspector Required

Comments: \_\_\_\_\_

DocuSigned by:

Dennis Nibler

4/18/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director: \_\_\_\_\_

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: \_\_\_\_\_

DocuSigned by:

Bill O'Donnell

4/20/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer: \_\_\_\_\_

☐ Not Applicable

☐ Need Completed Signature Page

Comments: \_\_\_\_\_

DocuSigned by:

Monte Zucker

4/20/2017

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer: \_\_\_\_\_

☐ Food will be Sold

☐ Health Inspector Required

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator: \_\_\_\_\_

☐ Stage: NOT Approved

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director: \_\_\_\_\_

☐ NOT Approved

☐ Additional fee will apply

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director: \_\_\_\_\_

☐ Request for use of Park: NOT Approved

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director: \_\_\_\_\_

☐ Request for Additional Barricades: NOT Approved

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager: \_\_\_\_\_

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments: \_\_\_\_\_

Date: \_\_\_\_\_

### JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date: \_\_\_\_\_

Signature of Division of Commerce Director: \_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-408  
Agenda No. 10.Z.11  
Approved: MAY 10 2017  
TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WHITON STREET FROM MAPLE STREET TO JOHNSTON AVENUE BEGINNING 1:00 P.M. AND ENDING 7:00 P.M. ON SATURDAY, JUNE 24, 2017 AT THE REQUEST OF TEAM WALKER FOR THE PURPOSE OF TEAM WALKER OPENING DAY**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Team Walker to close Whiton Street from Maple Street to Johnston Avenue beginning 1:00 p.m. and ending 7:00 p.m. on Saturday, June 24, 2017 For the purpose of Team Walker Opening Day; and

**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72) and 296-73 and Chapter 122-8 be waived; and

**WHEREAS**, the request to close Whiton Street, does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296.73(D) and Chapter 122-8(A) because the request to close Whiton Street was submitted by a non-resident; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71 and 296-73 and Chapter 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Whiton Street from Maple Street to Johnston Avenue beginning 1:00 p.m. and ending 7:00 p.m. on Saturday, June 24, 2017.

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

JDS:pc1  
(04.21.17)

APPROVED AS TO LEGAL FORM

\_\_\_\_\_ Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 90

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

\_\_\_\_\_ Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_ Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WHITON STREET FROM MAPLE STREET TO JOHNSTON AVENUE BEGINNING 1:00 P.M. AND ENDING 7:00 P.M. ON SATURDAY, JUNE 24, 2017 AT THE REQUEST OF TEAM WALKER FOR THE PURPOSE OF TEAM WALKER OPENING DAY**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Jerry Walker on behalf of Team Walker, INC. 373 Communipaw Avenue, JCNJ 07304 201.433.1888	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

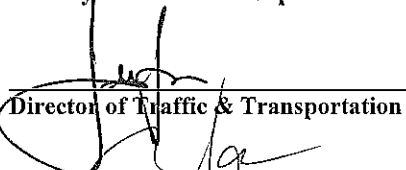
**Resolution Purpose**


AUTHORIZING THE CLOSING OF WHITON STREET FROM MAPLE STREET TO JOHNSTON AVENUE BEGINNING 1:00 P.M. AND ENDING 7:00 P.M. ON SATURDAY, JUNE 24, 2017

FOR THE PURPOSE OF TEAM WALKER OPENING DAY

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

**I certify that all the facts presented herein are accurate.**

  
Director of Traffic & Transportation

  
Department Director

  
Date

  
Date

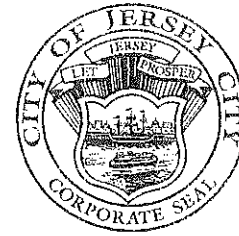
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-409

Agenda No. 10.Z.12

Approved: MAY 10 2017

TITLE:



## A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 3:00 P.M. AND ENDING 9:30 P.M. SATURDAY, AUGUST 12, 2017 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE JC FAMILIES - INDIAN INDEPENDENCE

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from JC Families to close Exchange Place beginning 3:00 p.m. and ending 9:30 p.m. Saturday, August 12, 2017 for the purpose of the JC Families - Indian Independence; and

**WHEREAS**, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

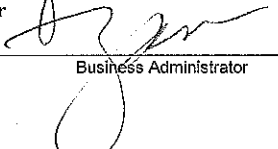
**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 3:00 p.m. and ending 9:30 p.m. Saturday, August 12, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

JDS:pcl  
(4.21.17)

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required

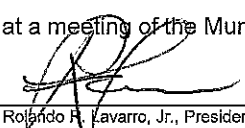
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 3:00 P.M. AND ENDING 9:30 P.M. SATURDAY, AUGUST 12, 2017 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE JC FAMILIES – INDIAN INDEPENDENCE**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Bianca Kirschner on behalf of JC Families, 201 Marin Boulevard, JCNJ 201.492.4930	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

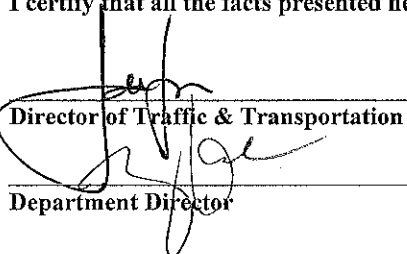
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 3:00 P.M. AND ENDING 9:30 P.M. SATURDAY, AUGUST 12, 2017 FOR THE PURPOSE OF THE JC FAMILIES – INDIAN INDEPENDENCE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
Director of Traffic & Transportation

Department Director

4/21/17  
Date

5/3/17  
Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** Exchange Pl

**PURPOSE OF EVENT:** JC Families - Indian Independence

**BEGINS: 3PM ENDS: 9:30PM**  
**Saturday, August 12, 2017**

**APPLICANT:** Bianca Kirschner

**ORGANIZATION:** JCfamilies

**ADDRESS:** 201 Marin Blvd, Jersey City NJ

**PHONE #:** 201.492.4930

**BEING WAIVED:** Nonresident

AREA SOUTH OF RAILROAD  
AV URBAN RENEWAL SITE

HUDSON

MONTGOMERY

ST. N.Y. TRANSIT TRAIN LINE

HUDSON ST

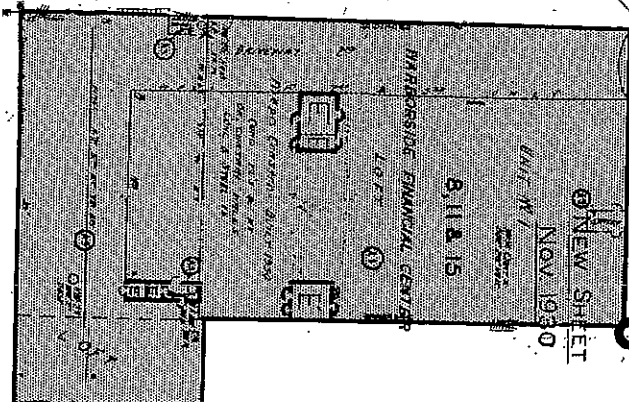
6

NEW SHEET

NOV. 1930

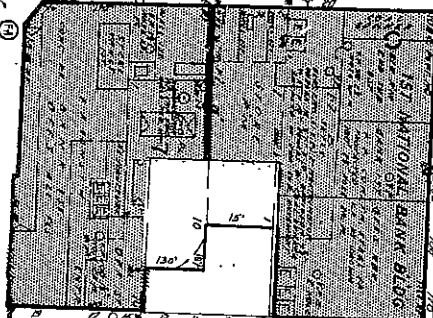
8.11.2.15

MANHATTAN FINANCIAL CENTER



COMMERCIAL TRUST YORK

COS BLDG



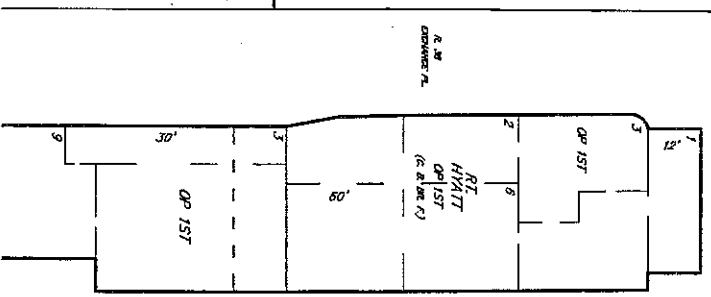
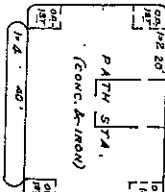
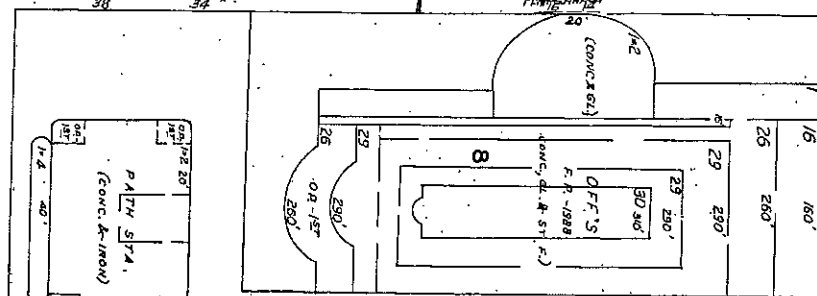
EXCHANGE PL.

PORT AUTHORITY  
TRANS HUDSON CORP.

PANAL STATION

NOL CENTER

CHRISTOPHER COLUMBUS  
(RAILROAD AV.) DR.



5

11



Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@cnj.org



## SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain  
Director

EVENT NAME: JC FAMILIES - INDIAN INDEPENDENCE EVENT DATE: AUGUST 12TH, 2017

EXCHANGE PLACE

### OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:

Cultural Affairs Event Planner 4/7/2017

C2E38AE6284247B...

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: CC-MAHONEY STREET CLOSURE

Date: 4/17/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief:

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

Date: 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 4/18/2017

Signature of Off Duty Coordinator:

### JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame

☐ Additional Permits Required

Signature of Fire Official:

☐ NOT Approved

☐ Fire Inspector Required

Comments:

Date: 4/18/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date: 4/20/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

Date: 4/20/2017

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director:

☐ Request for use of Park: NOT Approved

Comments:

Date:

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director:

☐ Request for Additional Barricades: NOT Approved

Comments:

Date:

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI Is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI Is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

### JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-410

Agenda No. 10.Z.13

Approved: MAY 10 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CDW GOVERNMENT LLC FOR THE RENEWAL OF CISCO SMARTNET SERVICE MAINTENANCE UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the renewal of the Cisco Smartnet maintenance service provides direct access 24 hours a day, 365 days a year to specialized experts in the Cisco Technical Assistance Center (TAC); extensive self-help support through Cisco's online knowledge base, communities, resources, and tools which allows for the Police Communications Center handle all responses from Police, Fire and/or emergency medical units efficiently; and

**WHEREAS**, TAC provides extensive self-help support through Cisco's online knowledge base, communities, resources, and tools which allows for the Police Communications Center handle all responses from Police, Fire and/or emergency medical units efficiently; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, CDW Government LLC, 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061 is an authorized dealer and reseller for Cisco Systems Inc. who is in possession of State Contract A87720, and submitted a proposal in the amount of seventy eight thousand, three dollars and ten cents (\$78,003.10) for the renewal of Cisco Smartnet service maintenance; and

**WHEREAS**, funds are available for this contract in the **Operating Account**;

Account	P.O. #	State Contract	Total Contract
01-201-25-271-314	124852	A87720	\$78,003.10

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$78,003.10 is awarded to CDW Government LLC for the renewal of the Cisco Smartnet maintenance service.
2. The term of the contract shall be one year, or complete upon the delivery of goods and services, whichever is earlier.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 17-410Agenda No. 10.Z.13 MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CDW GOVERNMENT LLC FOR THE RENEWAL OF CISCO SMARTNET SERVICE MAINTENANCE UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

**WHEREAS, funds are available for this contract in the Operating Account:**

<b>Account</b>	<b>P.O. #</b>	<b>State Contract</b>	<b>Total Contract</b>
01-201-25-271-314	124852	A87720	\$78,003.10

Approved by Peter Felgado, Director of Purchasing  
RPPO, QPA

4/27/17  
Date

PF/pv/BD  
4/24/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input checked="" type="checkbox"/>			YUN	<input checked="" type="checkbox"/>			RIVERA	<input checked="" type="checkbox"/>		
GADSDEN	<input checked="" type="checkbox"/>			OSBORNE	<input checked="" type="checkbox"/>			WATTERMAN	<input checked="" type="checkbox"/>		
BOGGIANO	<input checked="" type="checkbox"/>			ROBINSON	<input checked="" type="checkbox"/>			LAVARRO, PRES	<input checked="" type="checkbox"/>		

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CDW GOVERNMENT LLC FOR THE RENEWAL OF CISCO SMARTNET SERVICE MAINTENANCE UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

**Initiator**

Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

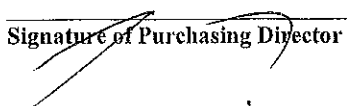
**Resolution Purpose**

After careful and in-debt review of every switch and router this resolution represents the annual support and maintenance of the Department of Public Safety Network Switches.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Date 4/25/17

  
Signature of Purchasing Director

Date 4/27/17



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**124852**

**REQUISITION # 0178863**  
**BUYER STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE VENDOR NO.  
04/24/2017 CD088900

**VENDOR INFORMATION**

CDW GOVERNMENT INC  
ATTN.: VOUCHER DEPT  
230 NORTH MILWAUKEE AVENUE  
VERNON HILLS IL 60061

**DELIVER TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**DIR ROBERT BAKER SR**  
**JERSEY CITY NJ 07304**

**BILL TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**JERSEY CITY NJ 07304**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SER	SMARTNET RENEWAL  QUOTE NUMBER: 14613494 CONTRACT: 94819756, SITE ID: 418980336 JCPSCC  CY 2017  CDW-G IS AN AUTHORIZED DEALER/RESELLER OF CISCO SYSTEMS  VIA M-7000: DATA COMMUNICATIONS EQUIPMENT NASPO/VP #AR233 (14-19), PA FOR NJ SC A87720  SC RESO _____, APPROVED _____	01-201-25-271-314	78,003.1000	78,003.10
TAX EXEMPTION NO. 22-6002013					PO Total 78,003.10

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**CITY OF JERSEY CITY**394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307**Requisition**

Requisition #

0178863

Assigned PO #

**Vendor**  
CDW GOVERNMENT INC  
ATTN.: VOUCHER DEPT  
230 NORTH MILWAUKEE AVENUE  
VERNON HILLS IL 60061  
CD088900**Dept. Bill To**  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
  
JERSEY CITY**Dept. Ship To**  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
DIR ROBERT BAKER SR  
JERSEY CITY NJ 07304  
  
**Contact Info**  
ARSENIO ABUAN  
000003325.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	SMARTNET RENEWAL	0120125271314	78,003.10	78,003.10

QUOTE NUMBER: 14613494  
CONTRACT: 94819756, SITE ID: 418980336 JCPSCC

CY 2017

CDW-G IS AN AUTHORIZED DEALER/RESELLER  
OF CISCO SYSTEMSVIA M-7000: DATA COMMUNICATIONS EQUIPMENT  
NASPO/VP #AR233 (14-19), PA FOR NJ SC A87720

SC RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

A O/A

Requisition Total 78,003.10

Req. Date: 04/18/2017

Requested By: AABUAN

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

SMARTnet RENEWAL QUOTE FOR CITY OF JERSEY CITY  
EFFECTIVE COVERAGE CO-TERMED THROUGH DECEMBER 31, 2017

Please Note: This Quote is valid for 30 days from the Quote Date  
Quote Generated On: April 06, 2017

Currently Expired - No TAC Support until Renewed

Quote Number: 14613494  
Contract Number: 94819756  
3x5xNext Business Day (SNT)

NJ State Contract: New Jersey Cisco NASPO ValuePoint (AR233 A87720)



CDW  
Account Manager: Dave Norinsky  
2 Corporate Drive Suite 800  
Shelton, CT 06484  
(203) 851-7114 phone

0172863

Site ID#	Location	Item Name	Description	Serial Number	Begin Date	End Date	Annual Cost	Prorated Cost	Discounted Cost
418980336	JERSEY CITY	WS-C2960-8TT-L	*Catalyst 2960 48 10/100 - 2 1000BT LAN Base Image	FOC130626ZJ	1-Jan-17	31-Dec-17	\$ 181.00	\$ 181.00	\$ 162.90
418980336	JERSEY CITY	ASA5540-BUN-K9	*ASA 5540 Appliance with SW, HA, 4GE, 1FE, 3DES/AES	JMX131310DD9	1-Jan-17	31-Dec-17	\$ 2,931.00	\$ 2,931.00	\$ 2,637.90
418980336	JERSEY CITY	ASA5540-BUN-K9	*ASA 5540 Appliance with SW, HA, 4GE, 1FE, 3DES/AES	JMX131310DA	1-Jan-17	31-Dec-17	\$ 2,931.00	\$ 2,931.00	\$ 2,637.90
418980336	JERSEY CITY	WS-C3750G-48TS-S	*Catalyst 3750 48 10/100 1000T - 4 SFP + IPB Image	FOC131524FG	1-Jan-17	31-Dec-17	\$ 924.00	\$ 924.00	\$ 831.60
418980336	JERSEY CITY	ASA5510-BUN-K9	*ASA 5510 Appliance with SW, 3FE, 3DES/AES	JMX13241089	1-Jan-17	31-Dec-17	\$ 603.00	\$ 603.00	\$ 542.70
418980336	JERSEY CITY	WS-C3750G-24TS-E1U	*Catalyst 3750 24 10/100/1000 - 4 SFP + IPS Image: 1RU	FOC1335W1PV	1-Jan-17	31-Dec-17	\$ 462.00	\$ 462.00	\$ 415.80
418980336	JERSEY CITY	WS-C6509E-S720-10G	*Catalyst Chassis+ Fan Tray+ Sup720-10G; IP Base ONLY incl. VSS	SMG1303NEIL	1-Jan-17	31-Dec-17	\$ 7,849.00	\$ 7,849.00	\$ 7,064.10
418980336	JERSEY CITY	WS-C4507R-E	*Cat4500-E-Series 7-Slot Chassis, fan, no ps, Red Sup Capable	FOX1607H3K5	1-Jan-17	31-Dec-17	\$ 2,909.00	\$ 2,909.00	\$ 2,618.10
418980336	JERSEY CITY	AIR-LAP1131AG-A-K9	*802.11ag LWAPP AP Integrated Antennas FCC Cnfr	FTX1128N29K	1-Jan-17	31-Dec-17	\$ 80.00	\$ 80.00	\$ 72.00
418980336	JERSEY CITY	AIR-LAP1131AG-A-K9	*802.11ag LWAPP AP Integrated Antennas FCC Cnfr	FTX1646N4PF	1-Jan-17	31-Dec-17	\$ 80.00	\$ 80.00	\$ 72.00
418980336	JERSEY CITY	WS-C3850-24P-L	Cisco Catalyst 3850 24 Port PoE LAN Base	FOC1821U0NX	1-Jan-17	31-Dec-17	\$ 378.00	\$ 378.00	\$ 340.20
418980336	JERSEY CITY	WS-C3850-24P-S	Cisco Catalyst 3850 24 Port PoE IP Base	FOC1835U0PW	1-Jan-17	31-Dec-17	\$ 460.00	\$ 460.00	\$ 414.00
418980336	JERSEY CITY	AIR-CT5760-25-K9	Cisco 5700 Series Wireless Controller for up to 25 APs	FOC1811V1VU	1-Jan-17	31-Dec-17	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00
418980336	JERSEY CITY	ASA5525-SSD120-K9	*NGFW ASA 5525-X w/ SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES, SSD 120G	FTX185010KN	1-Jan-17	31-Dec-17	\$ 1,324.00	\$ 1,324.00	\$ 1,191.60
418980336	JERSEY CITY	WS-C4510R-E	Catalyst 4500E 10 slot chassis for 48Gbps slot, fan, no ps	FXS18450102	1-Jan-17	31-Dec-17	\$ 5,250.00	\$ 5,250.00	\$ 4,725.00
418980336	JERSEY CITY	WS-C3850-48P-L	Cisco Catalyst 3850 48 Port PoE LAN Base	FOC1846U0GQ	1-Jan-17	31-Dec-17	\$ 655.00	\$ 655.00	\$ 589.50
418980336	JERSEY CITY	WS-C3850-48P-L	Cisco Catalyst 3850 48 Port PoE LAN Base	FOC1846U0J0	1-Jan-17	31-Dec-17	\$ 655.00	\$ 655.00	\$ 589.50
418980336	JERSEY CITY	WS-C3850-48P-L	Cisco Catalyst 3850 48 Port PoE LAN Base	FOC1846X14Z	1-Jan-17	31-Dec-17	\$ 655.00	\$ 655.00	\$ 589.50
418980336	JERSEY CITY	WS-C3850-48P-L	Cisco Catalyst 3850 48 Port PoE LAN Base	FOC1846U12F	1-Jan-17	31-Dec-17	\$ 655.00	\$ 655.00	\$ 589.50
418980336	JERSEY CITY	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	FDO1922E07C	1-Jan-17	31-Dec-17	\$ 479.00	\$ 479.00	\$ 431.10
418980336	JERSEY CITY	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	FDO1922E07G	1-Jan-17	31-Dec-17	\$ 479.00	\$ 479.00	\$ 431.10
418980336	JERSEY CITY	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink IP Services	FDO1928P1L0	1-Jan-17	31-Dec-17	\$ 1,033.00	\$ 1,033.00	\$ 929.70
418980336	JERSEY CITY	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink IP Services	FDO1928E279	1-Jan-17	31-Dec-17	\$ 1,033.00	\$ 1,033.00	\$ 929.70
418980336	JERSEY CITY	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink IP Services	FDO1928E272	1-Jan-17	31-Dec-17	\$ 1,033.00	\$ 1,033.00	\$ 929.70
418980336	JERSEY CITY	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink IP Services	FDO1928E26T	1-Jan-17	31-Dec-17	\$ 1,033.00	\$ 1,033.00	\$ 929.70
418980336	JERSEY CITY	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink IP Services	FDO1928E275	1-Jan-17	31-Dec-17	\$ 1,033.00	\$ 1,033.00	\$ 929.70
418980336	JERSEY CITY	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink IP Services	FDO1928P1L3	1-Jan-17	31-Dec-17	\$ 1,033.00	\$ 1,033.00	\$ 929.70
418980336	JERSEY CITY	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink IP Services	FDO1928E278	1-Jan-17	31-Dec-17	\$ 1,033.00	\$ 1,033.00	\$ 929.70
418980336	JERSEY CITY	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink IP Services	FDO1928E271	1-Jan-17	31-Dec-17	\$ 1,033.00	\$ 1,033.00	\$ 929.70
418980336	JERSEY CITY	WS-C6509E-S720-10G	*Catalyst Chassis+ Fan Tray+ Sup720-10G; IP Base ONLY incl. VSS	SMG1304NDMH	1-Jan-17	31-Dec-17	\$ 7,849.00	\$ 7,849.00	\$ 7,064.10
418980336	JERSEY CITY	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	FDO1928E2EP	1-Jan-17	31-Dec-17	\$ 479.00	\$ 479.00	\$ 431.10
418980336	JERSEY CITY	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	FDO1928E2F2	1-Jan-17	31-Dec-17	\$ 479.00	\$ 479.00	\$ 431.10
418980336	JERSEY CITY	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	FDO1928E2EM	1-Jan-17	31-Dec-17	\$ 479.00	\$ 479.00	\$ 431.10
418980336	JERSEY CITY	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	FDO1928E2ER	1-Jan-17	31-Dec-17	\$ 479.00	\$ 479.00	\$ 431.10
418980336	JERSEY CITY	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	FDO1928E2EQ	1-Jan-17	31-Dec-17	\$ 479.00	\$ 479.00	\$ 431.10
418980336	JERSEY CITY	WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	FDO1928E2EC	1-Jan-17	31-Dec-17	\$ 479.00	\$ 479.00	\$ 431.10
418980336	JERSEY CITY	WS-C3650-24PS-L	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink LAN Base	FDO1928E31J	1-Jan-17	31-Dec-17	\$ 265.00	\$ 265.00	\$ 238.50
418980336	JERSEY CITY	WS-C3650-24PS-L	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink LAN Base	FDO1928P24R	1-Jan-17	31-Dec-17	\$ 265.00	\$ 265.00	\$ 238.50
418980336	JERSEY CITY	WS-C3650-24PS-L	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink LAN Base	FDO1928E310	1-Jan-17	31-Dec-17	\$ 265.00	\$ 265.00	\$ 238.50
418980336	JERSEY CITY	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E320	1-Jan-17	31-Dec-17	\$ 542.00	\$ 542.00	\$ 487.80
418980336	JERSEY CITY	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928P23Y	1-Jan-17	31-Dec-17	\$ 542.00	\$ 542.00	\$ 487.80
418980336	JERSEY CITY	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928P23X	1-Jan-17	31-Dec-17	\$ 542.00	\$ 542.00	\$ 487.80
418980336	JERSEY CITY	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928P1KD	1-Jan-17	31-Dec-17	\$ 542.00	\$ 542.00	\$ 487.80
418980336	JERSEY CITY	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E230	1-Jan-17	31-Dec-17	\$ 542.00	\$ 542.00	\$ 487.80
418980336	JERSEY CITY	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E31Z	1-Jan-17	31-Dec-17	\$ 542.00	\$ 542.00	\$ 487.80
418980336	JERSEY CITY	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928P23Z	1-Jan-17	31-Dec-17	\$ 542.00	\$ 542.00	\$ 487.80

Ref # 0178863

418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E26A	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E31O	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928P1KJ	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E25H	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928P1FX	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E31X	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928P24T	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E26F	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E33U	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E31S	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C3650-24PS-E	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services	FDO1928E323	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C6509E-S720-10G	*Catalyst Chassis - Fan Tray - Sup720-10G; IP Base ONLY incl. VSS.	SMG1305NE1J	1-Jan-17	31-Dec-17	\$	542.00	\$	542.00	\$	487.80
418980336	JERSEY CITY.	WS-C2960S-24PS-L	Catalyst 2960S 24 GigaE PoE 370W, 4 x SFP LAN Base	SMG1305NE1J	1-Jan-17	31-Dec-17	\$	7,849.00	\$	7,849.00	\$	7,064.10
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	FOC1550X3NP	27-Mar-17	31-Dec-17	\$	231.00	\$	177.21	\$	159.49
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ164500GQ	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ164500GR	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ16510A7S	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ16510A85	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ16510A92	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ170506SE	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ170506SE	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ170506VN	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ170506VP	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ170507LR	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	ASA5505-UL-BUN-K9	ASA 5505 Appliance with SW, UL Users, 8 ports, 3DES/AES	JMX173340R2	27-Mar-17	31-Dec-17	\$	119.00	\$	91.29	\$	82.16
418980336	JERSEY CITY.	WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	FDO1744P0XP	27-Mar-17	31-Dec-17	\$	321.00	\$	246.25	\$	221.63
418980336	JERSEY CITY.	WS-C3850-48P-L	Cisco Catalyst 3850 48 Port PoE LAN Base	FOC1829X11M	27-Mar-17	31-Dec-17	\$	655.00	\$	502.47	\$	452.22
418980336	JERSEY CITY.	WS-C3650-48PD-L	Cisco Catalyst 3650 48 Port PoE 2x10G Uplink LAN Base	FDO1901E1HS	27-Mar-17	31-Dec-17	\$	573.00	\$	439.56	\$	395.60
418980336	JERSEY CITY.	WS-C3650-48PD-E	Cisco Catalyst 3650 48 Port PoE 2x10G Uplink LAN Base	FDO1906E1EA	27-Mar-17	31-Dec-17	\$	573.00	\$	439.56	\$	395.60
418980336	JERSEY CITY.	WS-C3650-48PD-E	Cisco Catalyst 3650 48 Port PoE 2x10G Uplink IP Services	FDO1911E4QV	27-Mar-17	31-Dec-17	\$	1,128.00	\$	865.32	\$	778.79
418980336	JERSEY CITY.	WS-C3650-48PD-E	Cisco Catalyst 3650 48 Port PoE 2x10G Uplink IP Services	FDO1911E4QT	27-Mar-17	31-Dec-17	\$	1,128.00	\$	865.32	\$	778.79
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ19061HEJ	27-Mar-17	31-Dec-17	\$	31.00	\$	23.78	\$	21.40
418980336	JERSEY CITY.	N9K-C9396TX	Nexus 9300 48p 1/10GBASE-T & additional uplink module req.	SAL1945SKBO	29-Mar-17	31-Dec-17	\$	1,152.00	\$	877.41	\$	789.67
418980336	JERSEY CITY.	WS-C3750G-24TS-SIU	*Catalyst 3750 24 10/100/1000 + 4 SFP + IPB Image: 1RU	FOC1341W5B7	28-Mar-17	31-Dec-17	\$	462.00	\$	353.15	\$	317.84
418980336	JERSEY CITY.	WS-C3750X-12S-S	Catalyst 3750X 12 Port GE SFP IP Base	FDO1648P1AN	28-Mar-17	31-Dec-17	\$	1,200.00	\$	917.26	\$	825.53
418980336	JERSEY CITY.	SLM2016T-NA	SG 200-18 18-port Gigabit Smart Switch	PSZ18081BZY	29-Mar-17	31-Dec-17	\$	31.00	\$	23.61	\$	21.25
418980336	JERSEY CITY.	ASA5540-BUN-K9	ASA 5540 Appliance with SW, HA, 4GE+1FE, 3DES/AES	JMX1340L0XZ	6-Apr-17	31-Dec-17	\$	2,931.00	\$	2,168.14	\$	1,951.33
418980336	JERSEY CITY.	WS-C6509E-S720-10G	*Catalyst Chassis - Fan Tray - Sup720-10G; IP Base ONLY incl. VSS	SMG1305NE1M	1-Jan-17	31-Dec-17	\$	7,849.00	\$	7,849.00	\$	7,064.10
418980336	JERSEY CITY.	WS-C2960-48TT-L	*Catalyst 2960 48 10/100 + 2 1000BT LAN Base Image	FOC1306Z6XZ	1-Jan-17	31-Dec-17	\$	181.00	\$	181.00	\$	162.90
418980336	JERSEY CITY.	WS-C2960-48TT-L	*Catalyst 2960 48 10/100 + 2 1000BT LAN Base Image	FOC1306Z6X9	1-Jan-17	31-Dec-17	\$	181.00	\$	181.00	\$	162.90
418980336	JERSEY CITY.	WS-C2960-48TT-L	*Catalyst 2960 48 10/100 + 2 1000BT LAN Base Image	FOC1306Z6Z5	1-Jan-17	31-Dec-17	\$	181.00	\$	181.00	\$	162.90

Total: \$ 78,893.10

Site ID# 418980336 Site Name JERSEY CITY PSCC Address 75 BISHOP ST, JERSEY CITY, NJ, 07304

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).

### Acceptance of Terms and Conditions of Sales and Services

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply: <http://www.cdw.com/content/terms-conditions/default.aspx>, except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to

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**NVP #AR233 (14-19)**
**Participating Addendum for  
NJ #87720**

Contract Start Date: 8/29/2014

Contract End Date: 5/31/2019



### Related Links

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Minimum Discounts	Ordering Instructions	Contract Highlights	Contract Documents
Product Discount: 35%			
Service Discount:			
Cisco SMARTnet	Discount % (Government)	Discount % (Education)	
1-Year Contract	10%	25%	
3-Year Prepaid Contract*	17%	28%	
5-Year Prepaid Contract*	21%	30%	
Technical/Maintenance Services (Not Under SMARTnet Program) 10%			
Training/Learning Credits 0%			
Advanced Services (Non-SOW Based) 0%			
Partner Services	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*	
Maintenance Services	\$600.00	\$525.00	
Professional Services - Deployment Services	\$743.17	\$661.17	
Consulting/Advisory Services	\$743.18	\$661.18	
Architectural Design Services	\$743.19	\$661.19	
Statement of Work Services	\$743.20	\$661.20	
Partner Services	\$600.00	\$525.00	
Training Deployment Services	\$600.00	\$525.00	
*Onsite NTE Amount/Hour: Customer Premise Labor Rates Not To Exceed Hourly			
*Remote NTE Amount/Hour: Vendor Premise Labor Rates Not To Exceed Hourly			
NOTE: The hourly rates provided for Cisco Services are Not-To-Exceed (NTE) rates. Individual hours, or blocks of hours, may not be purchased separately. Cisco will use these rates to determine the total fixed price of a customer-approved Statement of Work (SOW) with specific deliverables. For "Partner Services", please contact the authorized resellers directly for their rates. They are authorized to only provide Basic Installation and Configuration services (i.e. rack and stack work, installation of purchased			

Cisco equipment, etc.) under this Cisco NVP Data Communications Master Agreement AR-233 (14-19).

#### Authorized NVP Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement.

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the Partner Locator Tool.

A-D | E-L | M-R | S-Z

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
Aspire Technology Partners, LLC 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9612 Fax: 732-847-9620 Federal ID #42-1628916	REMIT-TO: Liz Clagila 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9640  CUSTOMER ORDERS: Brooke Olander 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9635 Cust Srv/ESCALATIONS: Brooke Olander Phone: 732-847-9635
CDW Government LLC * 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 847-465-6000 Toll Free: 800-808-4239 Fax: 847-968-0978 Federal ID #38-3679518  *Authorized Sourcefire Reseller	REMIT-TO: CDW 75 Remittance Dr. Suite 1515 Chicago, IL 60675-1515  CUSTOMER ORDERS: Kevin Cucuel 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 203-851-7012 Cust Srv/ESCALATIONS: Kevin Cucuel Phone: 203-851-7012
Computer Design & Integration, LLC. 696 Route 46 West Teterboro, NJ 07608 Phone: 201-931-1420 Fax: 201-931-0101 Federal ID #13-3823827	REMIT-TO: Carla Caccioli 696 Route 46 West Teterboro, NJ 07608 Phone: 201-426-9278  CUSTOMER ORDERS: Brad Curtis 696 Route 46 West Teterboro, NJ 07608 Phone: 201-426-9214 Cust Srv/ESCALATIONS: Brad Curtis Phone: 201-426-9214
Continental Resources, Inc. 175 Middlesex Turnpike Bedford, MA 01730 Phone: 800-937-4688 Toll Free: 800-937-4688 Fax: 781-533-0355 Federal ID #04-2297141	REMIT-TO: Carol Cavalier 175 Middlesex Turnpike Bedford, MA 01730 Phone: 781-533-0355  CUSTOMER ORDERS: Jim DiGiovanni 175 Middlesex Turnpike Bedford, MA 01730 Phone: 781-533-0313 Cust Srv/ESCALATIONS: Jim DiGiovanni Phone: 781-533-0313
Core BTS, Inc. 750 Route 202, Suite 210	REMIT-TO: Marivic Padgett



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CDW GOVERNMENT LLC  
**Trade Name:**  
**Address:** 200 N MILWAUKEE AVE  
VERNON HILLS, IL 60061-1577  
**Certificate Number:** 1561883  
**Effective Date:** May 10, 2010  
**Date of Issuance:** April 24, 2017

**For Office Use Only:**  
20170424120940729



**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Matt Flood

Representative's Signature: \_\_\_\_\_

Name of Company: CDW Government LLC

Tel. No.: 855.822.1103

Date: 04.20.2017

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability  
CDW Government LLC

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Matt Flood, Proposals Supervisor

Representative's Signature: \_\_\_\_\_

Name of Company: CDW Government LLC

Tel. No.: 855-822-1103

Date: 04.20.2017

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: CDW Government LLC

Address: 230 N. Milwaukee Ave  
Vernon Hills, IL 60061

Telephone No: 855.822.1103

Contact Name : Rob Lisi

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE) ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Method of Operation**  
**For**  
**Data Communications Products and Services**

**M7000**

January 24, 2017

**1.0 Purpose and Intent**

The purpose of this contract is to provide a mechanism to purchase data communications products and services for all State agencies and Cooperative Purchasing Participants.

The State of New Jersey has joined the Western States Contracting Alliance (“WSCA”) Data Communications Products and Services contract. The contract provides Data Communications products and services outlined in the specifications for all participating States. Through this program, the State of New Jersey and other participating states are leveraging their collective buying power to achieve significant cost savings for their respective taxpayers. This WSCA contract with participating equipment manufacturers for data communications products and services is managed by the state of Utah.

The State of New Jersey has signed Participating Addenda with several equipment manufacturers. Please refer to Contractor List posted on the State contract page. The Participating Addendum is a contractual document stipulating New Jersey-specific terms and conditions with each equipment manufacturer, and incorporates by reference all the terms and conditions of each Contractor’s individual contract with WSCA through the State of Utah. Each Contractor is permitted to sell the products and services as indicated in its Master Agreement (MA). Each MA is located on the WSCA Data Communications website, which is referenced below in Section 2.0.

**COOPERATIVE PURCHASING PARTNERS:** While the State of New Jersey makes this contracting vehicle available to county, local and quasi-governmental agencies, each Cooperative Purchasing Partner should make its own determination whether using this contracting vehicle is consistent with its procurement policies, rules and regulations.

**2.0 Contract Term**

The term of this contract is September 1, 2014 through May 31, 2019. Information about the WSCA Data Communications contracts is available on the WSCA website, which specifies the links for each manufacturer:

<http://www.aboutwsca.org/contract.cfm/contract/7wn2002>

**3.1 Method of Operation**

Using Agencies may only purchase products and services that are within the scope of each Contractor’s Master Agreement. There are no dollar limits on orders.

The Contractors may utilize Fulfillment Partners as approved and listed by the Contractors and the State. Each Contractor has a list of Fulfillment Partners to be utilized for providing equipment and services under its respective contract with the State. These Fulfillment Partners are listed on the State's Notice of Award (as "authorized dealers") and on the individual Contractor's website. However, each Contractor remains solely responsible for the performance of its Fulfillment Partners under the terms and conditions of the contract with the State. The State of New Jersey may request the removal of a Fulfillment Partners for cause, including vendor responsibility reasons.

The Using Agency must obtain a minimum of three (3) quotes from at least three (3) Fulfillment Partners and must accept the lowest quote. However, it is suggested that Using Agencies seek quotes from as many Fulfillment Partners as possible from a specific Contractor in order to ensure the lowest possible price. The purpose of this contract is to ensure the best possible price for products and services that meet the needs of the agency.

### **3.2 WSCA Contractor's Scope of Equipment and Services**

The Contractor may only fill contract orders from the scope of products and services for which the Contractor has been awarded a contract. Contractors are contractually bound to keep their respective website information current and accurate.

### **3.3 Pricing**

Each Contractor has been awarded a contract based on the percent discount off the current global MSRP Schedule applicable to United States customers. This is considered the baseline or minimum contract discount. Each Contractor's Fulfillment Partners may offer additional, incremental discounts for the products and services, which are above and beyond the Contractor's minimum contract discounts. The Contractor's Fulfillment Partners cannot offer less favorable pricing discounts than the established minimum contract discounts. This will enable the Using Agencies to avail themselves of the best possible price and promote competition within the authorized reseller/partner community. Agencies must go to each Contractor's respective website to access its minimum contract discounts and the pricelists for equipment and services that are authorized for sale. The Contractor should have a list of its approved Fulfillment Partners on its website. All quotes issued by a Fulfillment Partner must contain the base price or list price, the discount offered by the reseller and the State's price after the discount is applied.

### **3.3.1 Price Guarantee Period**

The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement

### **3.3.2 E-Rate Requirement**

As part of the publicly bid State of Utah contract, all Contractors were required to participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of this program must be provided without the addition of any service or administration fee by a Contractor.

### **3.3.3 Freight Terms of Sale: F.O.B. Destination, Freight Prepaid**

Each Contractor or its Fulfillment Partners shall ship all products F.O.B. Destination, shipping and handling prepaid by the Contractor or its authorized resellers/partners.

### **3.4 Usage Reporting Requirement**

All Contractors shall deliver a copy of the required Quarterly Volume Reports (February 28<sup>th</sup>, May 31<sup>st</sup>, August 31<sup>st</sup>, and November 30<sup>th</sup>) described in the WSCA Master Agreement to the State Primary contact defined in the Participating Addendum.

### **3.5 Product Revision Requests**

1. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the WSCA-NASPO Contract Administrator and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
  - a. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/14 would be effective in the eMarket Center on 2/01/14). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/14 would be effect in the eMarket Center on 1/01/15).
  - b. Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

The New Jersey Procurement Bureau will not be accepting, approving or denying contractors' request to modify, add or delete products from the contracts.

### **3.6 Warranties**

Each Contractor has provided warranties for the equipment and services that it is authorized to sell and/or license as set forth in its respective Participating Addendum with the State of New Jersey and in the WSCA Master Agreement with the State of Utah. Agencies should refer to each Contractor's website for copies of the Master Agreements for further information on warranty provisions.

### **3.7 Technical Support**

Technical support is available through each Contractor's offerings of products and services. Please refer to each Contractor's website for further details on the types and levels of support that are available from each Contractor and from its authorized Fulfillment Partners.

### **3.8 Services**

For each category listed in Section 3.8 of the Method of Operation, the following services should be available for procurement at the time of product purchase or anytime afterwards.

**3.8.1 Maintenance Services** — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

#### **3.8.2 Professional Services**

##### **Deployment Services**

Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.

Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

### **3.8.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.**

Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/ Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

### **3.8.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.**

Using Agencies may purchase said services from Contractor and/or its Fulfillment Partner without purchasing equipment (i.e., standalone Purchase Orders for services only are permitted). These services may be purchased under this contract with the stipulation that the services must be directly related to the installation, ongoing support, maintenance and/or optimization of the products offered under this contract. Each Contractor must include the authorized services on its respective website (i.e., pricelists). **Fulfillment Partners are not permitted to offer Using Agencies any other services not specified on the Contractor's website and/or on its pricelists.**

**This contract may not be used for the procurement of cabling installation services only. Cabling installation services are permissible under this contract provided the installation services are tied to the purchase and installation of equipment purchased under this contract and/or labor to add on to existing systems/equipment purchased under this contract. The cabling installation services may not exceed 20% of the total order.**

## **3.9 Categories of Products and Services Covered by This Contract**

### **DATA CENTER APPLICATIONS**

Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

### **NETWORKING SOFTWARE**

Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks.

### **NETWORK OPTIMIZATION AND ACCELERATION**

Devices and tools for increasing data-transfer efficiencies across wide-area networks.



## **OPTICAL NETWORKING**

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services

## **ROUTERS**

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

## **SECURITY**

## **STORAGE NETWORKING**

High-speed network of shared storage devices connecting different types of storage devices with data servers.

## **SWITCHES**

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

## **WIRELESS**

Provides connectivity to wireless devices within a limited geographic area.

## **UNIFIED COMMUNICATIONS**

A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs.

**Revised: Using Agencies within the Executive Branch may not purchase products in the physical security category for the duration of this contract, including all extensions and renewals. The referenced products and services will only be available until a new Unified Communications contract is awarded.**

### **3.10 Leasing**

**Leasing is not permitted under this Contract.**

#### **4.0 Purchases Related to Public Works**

Before making a purchase under this contract related to a public work, as defined below, the Using Agency must first advise the Contractor that the purchase is related to a public work. The Contractor will then assist the Using Agency in identifying products that meet the State's requirements under N.J.S.A. 52:32-1 (Buy American). If compliant products are available, the Using Agency may seek those products from the Contractor or its Fulfillment Partners, as outlined in this Method of Operation. If the Contractor cannot offer compliant products, the Using Agency must seek another product or solution that is compliant.

For purposes of this Method of Operation, "public work," as defined in N.J.S.A. 34:11-56.25(5), means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body or:

- (a) Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and
- (b) The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

#### **4.1 Contractor Pricelists and Websites**

Each Contractor has a dedicated website for this contract. Each website will provide the Fulfillment Partners and list and all products, services and pricing as indicated in sections above.

Please refer to the State Contract solicitation page for a list of current Contractor websites.

The detailed contract line items are specified on the Notice of Award.



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

**Notice of Award  
Term Contract(s)**

**M-7000**

**DATA COMMUNICATIONS EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
Email to GREGORY BUDDIE

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [Contractors List](#) Adobe PDF (36 kb)
- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (95 kb)
- [Amendment #1 - Contract Assignment](#) Adobe PDF (18 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	M-7000
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 04/16/16 TO: 05/31/19
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	23681
<b>Bid Open Date:</b>	00/00/00
<b>CID #:</b>	
<b>Commodity Code:</b>	-
<b>Set-Aside:</b>	NONE

<b>Vendor Name &amp; Address:</b>	BARRACUDA NETWORKS INC 3175 S WINCHESTER BLVD CAMPBELL, CA 95008
<b>Contact Person:</b>	ANDREA CANNON
<b>Contact Phone:</b>	703-743-9068
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	88792
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	BROCADE COMMUNICATIONS SYSTEMS INC 130 HOLGER WAY SAN JOSE, CA 95134
<b>Contact Person:</b>	TANIA CRAYTHORNE
<b>Contact Phone:</b>	408-333-6226
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	87718
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	CISCO SYSTEMS INC 308 HARPER DRIVE 1ST FL MOORESTOWN, NJ 08057
<b>Contact Person:</b>	JOE EARLEY
<b>Contact Phone:</b>	215-620-2074
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	87720
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	DELL MARKETING LP 1 DELL WAY/RR8-06 ROUND ROCK, TX 78682
<b>Contact Person:</b>	ASHLEIGH LANE
<b>Contact Phone:</b>	800-981-3355
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	88796
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO

<b>Contract#:</b> 87719	<b>Title:</b> DATA COMMUNICATIONS EQUIPMENT
<b>Dealer/Distributor Name &amp; Address:</b>	EASTERN DATA COMM INC 44 COMMERCE WAY HACKENSACK NJ 07601
<b>Contact Person:</b>	DAN HARRISON
<b>Contact Phone:</b>	201-457-3311-X137
<b>Dealer/Distributor Name &amp; Address:</b>	ENTEL SYSTEMS INC 230 WEST PARKWAY STE 8 POMPTON PLAINS NJ 07444
<b>Contact Person:</b>	DIM BLACK
<b>Contact Phone:</b>	201-447-2000
<b>Dealer/Distributor Name &amp; Address:</b>	R & D DATA PRODUCTS 4105 ROUTE 1 SOUTH/STE 4 MONMOUTH JCT NJ 08852
<b>Contact Person:</b>	RICHARD DIATLO
<b>Contact Phone:</b>	732-329-0555
<b>Contract#:</b> 87720	<b>Title:</b> DATA COMMUNICATIONS EQUIPMENT
<b>Dealer/Distributor Name &amp; Address:</b>	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZLET NJ 07730
<b>Contact Person:</b>	FROST SCHROEDER
<b>Contact Phone:</b>	732-847-9612
<b>Dealer/Distributor Name &amp; Address:</b>	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
<b>Contact Person:</b>	JOHN MAZELLA
<b>Contact Phone:</b>	866-776-7415
<b>Dealer/Distributor Name &amp; Address:</b>	COMPUTER DESIGN & INTEGRATION LLC 696 ROUTE 46 WEST TETERBORO NJ 07608
<b>Contact Person:</b>	DAVE REID
<b>Contact Phone:</b>	201-931-1420
<b>Dealer/Distributor Name &amp; Address:</b>	CONTINENTAL RESOURCES INC 27 WORLDS FAIR DR SOMERSET NJ 08873
<b>Contact Person:</b>	LOU DEMARCO
<b>Contact Phone:</b>	732-748-3630
<b>Dealer/Distributor Name &amp; Address:</b>	CORE BTS INC 750 ROUTE 202 SOUTH SUITE 210 BRIDGEWATER NJ 08807
<b>Contact Person:</b>	MICHELE KRAMER
<b>Contact Phone:</b>	908-310-4415
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM COMPUTER SPECIALISTS INC 70 SUFFOLK CT HAUPPAUGE NY 11788
<b>Contact Person:</b>	ERIC ABRAMS
<b>Contact Phone:</b>	800-598-8989
<b>Dealer/Distributor Name &amp; Address:</b>	DIMENSION DATA NA 11006 RUSHMORE DRIVE CHARLOTTE NC 28277
<b>Contact Person:</b>	ARTHUR L TORIS
<b>Contact Phone:</b>	732-966-3826
<b>Dealer/Distributor Name &amp; Address:</b>	DYNTEK 1120 ROUTE 73/STE 100 MOUNT LAUREL NJ 08054
<b>Contact Person:</b>	DEBORA HARTMAN
<b>Contact Phone:</b>	856-834-1139
<b>Dealer/Distributor Name &amp; Address:</b>	EPLUS TECHNOLOGY INC 642 NEWTOWN YARDLEY RD NEWTOWN PA 18940
<b>Contact Person:</b>	GEORGE PASHARDIS
<b>Contact Phone:</b>	609-528-8912
<b>Dealer/Distributor Name &amp; Address:</b>	HIGH POINT SOLUTIONS INC 5 GAIL COURT SPARTA NJ 07871

AND CLOUD BASED SERVICES FOR ACCESS POINTS. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO					
<b>Vendor: CISCO SYSTEMS INC</b>		<b>Contract Number: 87720</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: DATA CENTER APPLICATIONS SUCH AS: VIRTUALIZED LOAD BALANCERS AND WAN OPTIMIZATION APPLIANCES. FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED UNDER THIS PRICE LINE PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: NETWORKING SOFTWARE SUCH AS: NETWORK MANAGEMENT & AUTOMATION; DATA CENTER MANAGEMENT & AUTOMATION; CLOUD PORTAL & AUTOMATION; AND BRANCH OFFICE MANAGEMENT & AUTOMATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: NETWORK OPTIMIZATION & ACCELERATION: DYNAMIC LOAD BALANCING; WAN ACCELERATION; AND HIGH AVAILABILITY & REDUNDANCY. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: OPTICAL NETWORKING PRODUCTS SUCH AS: CORE DENSE WAVELENGTH DIVISION MULTIPLEXING SWITCHES;EDGE OPTICAL SWITCHES; OPTICAL NETWORK MANAGEMENT; AND IP OVER DWDM. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00005	COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ROUTERS; BRANCH ROUTERS; NETWORK EDGE ROUTERS; CORE ROUTERS; SERVICE AGGREGATION ROUTERS; AND CARRIER ETHERNET ROUTERS. PLEASE REFER TO THE METHOD OF OPERATION FOR ADDITIONAL INFORMATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 206-64-077627 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SECURITY PRODUCTS SUCH AS: DATA CENTER & VIRTUALIZATION SECURITY PRODUCTS AND APPLIANCES; INTRUSION DETECTION/PROTECTION & FIREWALL APPLIANCES; LOGGING APPLIANCES & ANALYSIS TOOLS; SECURE EDGE & BRANCH INTEGRATED SECURITY PRODUCTS; SECURE MOBILITY PRODUCTS; ENCRYPTION APPLIANCES AND SECURE ACCESS. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 206-64-087259 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE AREA NETWORKING DEVICES SUCH AS DIRECTOR CLASS SAN SWITCHES & MODULES; FABRIC & BLADE SERVER SWITCHES; ENTERPRISE & DATA CENTER SAN & VSAN MANAGEMENT; AND SAN OPTIMIZATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SWITCHES SUCH AS: LAN ACCESS SWITCHES; LAN CORE SWITCHES; DATA CENTER SWITCHES; SOFTWARE DEFINED NETWORKS VIRTUALIZED SWITCHES; CARRIER AGGREGATION SWITCHES; AND CARRIER ETHERNET ACCESS SWITCHES. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: WIRELESS APPLIANCES SUCH AS: ACCESS POINTS; OUTDOOR WIRELESS ACCESS; WIRELESS LAN CONTROLLERS; WIRELESS LAN NETWORK SERVICES & MANAGEMENT; AND CLOUD BASED SERVICES FOR ACCESS POINTS. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 209-28-087258 [COMPUTER SOFTWARE FOR MAINFRAMES AND...]  ITEM DESCRIPTION: UNIFIED COMMUNICATIONS SUCH AS: IP TELEPHONY; INSTANT MESSAGING/PRESENCE; UNIFIED MESSAGING; CONTACT CENTER; COMMUNICATION END POINTS & APPLICATIONS; UC NETWORK MANAGEMENT; COLLABORATION; AND COLLABORATIVE VIDEO. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: DELL MARKETING LP		Contract Number: 88796			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: NETWORKING SOFTWARE SUCH AS: NETWORK MANAGEMENT & AUTOMATION; DATA CENTER MANAGEMENT & AUTOMATION; CLOUD PORTAL & AUTOMATION; AND BRANCH OFFICE MANAGEMENT & AUTOMATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: NETWORK OPTIMIZATION & ACCELERATION: TEM DYNAMIC LOAD BALANCING; REGARDING WAN ACCELERATION; AND HIS AREA, PLEASE HIGH AVAILABILITY & REDUNDANCY. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003		1.000	EA	NET	N/A





## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 2

CONTRACT # AR233

Original Starting Date: June 1, 2014

Expiration Date: May 31, 2019

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

**Cisco Systems, Inc.**  
(Referred to as CONTRACTOR or CISCO)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: N/A

Effective Date of Amendment: September 15, 2016

Potential Renewal Options Remaining: None.

The contract is amended to add the following:

1. Cisco's SMARTnet and other Technical/Maintenance Services discounts for Government and Educational customers as set forth in Attachment A and shall be reflected on the October 2016 pricelist submission to the State of Utah for approval; and
2. Cisco offers trade-in credits in accordance with the Cisco Technology Migration Program (TMP). A Purchasing Entity may be eligible for trade-in credits for their existing Cisco and competitive networking products when they purchase new Cisco products. Most major products offered by Cisco under the contract are eligible for TMP. If TMP has been applied to a particular order, the Fulfillment Partner will so indicate in the quote to the Purchasing Entity.

All contract discounts, including those as set forth above, are subject to the requirements of Solicitation JP14001.

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Mimi Nguyen-Farr	(408) 527-2627	mimnguye@cisco.com
Sales Contact	Bruce Larson (State of UT only) Mimi Nguyen-Farr (Rest of Participating States)	(408) 895-3419 (408) 527-2627	brlanson@cisco.com mimnguye@cisco.com
Quarterly Report Contact	Gigi Feril	(408) 424-0712	aferil@cisco.com

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.  
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

 September 8, 2016  
Contractor's Signature Date

 9.9.16  
Kent Beers Director Date  
State of Utah Division of Purchasing

Cisco Systems, Inc.  
Contractor's Name (Print)

Brian Dulac  
Director, Finance

AMENDMENT REVIEWED BY:



**APPROVED BY LEGAL**  
Title (Print)

Purchasing Agent  
Spencer Hall

Phone #  
801-538-3307

e-mail  
spencerh@utah.gov

Fax #  
801-538-3882

Contract #  
AR233

## ATTACHMENT A

Cisco's SMARTnet Maintenance Services	Government Discount %	Education Discount %
One (1) Year Contract	10%	25%
Three (3) Year Prepaid Contract*	17%	28%
Five (5) Year Prepaid Contract*	21%	30%

\*If a three (3) or five (5) year prepaid term is selected, full payment is made upfront at the beginning of the subscription term. The above discounts do not assume or factor in any applicable finance or interest charges for the prepaid terms. It is the responsibility of the customer to determine the mechanism of the funding.

Cisco's Other Technical/Maintenance Services	Discount %
Not Under SMARTnet Program	10%

STATE OF NEW JERSEY  
PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS  
Under  
Western States Contracting Alliance ("WSCA")  
Contract for Data Communications Products and Services 14-19  
("WSCA Master Agreement")  
[State of Utah Contract Ref. No. AR233, RFP#JP14001]

This Participating Addendum is made as of the effective date of the WSCA Master Agreement or the last date of signature below, whichever is later (the "Effective Date"), by and between, CISCO SYSTEMS, INC., whose address is 170 West Tasman Drive, San Jose, California 95134 ("Contractor") and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director (the "Director") of the Division of Purchase and Property, Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Utah and CISCO SYSTEMS, INC. have entered into Contract #AR233 (the "WSCA Master Agreement"), which may be found at the following URL: <http://www.aboutwsca.org/content.cfm/id/cisco>, awarded in accordance with the Data Communications Products and Services 14-19 RFP #JP14001; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with four other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with CISCO SYSTEMS, INC. under the WSCA Master Agreement to provide data communications products and services is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with CISCO SYSTEMS, INC.; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

this Participating Addendum are superseded by and replaced in their entirety by this Section 3.0 of this Participating Addendum. However, in the event that an Authorized Purchaser violates its obligations under Sections 17 (License of Pre-Existing Intellectual Property), or Section 15 of Exhibit 2, Additional Vendor Terms and Conditions (Export Control) of the WSCA Master Agreement or Section 12.0 Miscellaneous - Confidentiality of this Participating Addendum, Contractor may refuse to accept or process orders from such Authorized Purchaser immediately upon written notice to the State and such Authorized Purchaser, until such time as Authorized Purchaser submits a plan to correct such violations satisfactory to Contractor, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary, Contractor shall continue to process orders submitted by other Authorized Purchasers.

#### 4.0 Authorized Purchasers:

"Authorized Purchasers" under this Participating Addendum shall mean the State and the following:

1. State agencies.
2. Quasi-State Agencies - A "Quasi-State Agency" is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.
3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1., volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2, independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges -in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

All participants other than the State and State agencies are responsible for the full cost of their purchases.

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

1. The term of this Participating Addendum shall be effective from the Effective Date and shall continue for a period ending on the Termination Date of the WSCA Master Agreement or when this Participating Addendum is terminated in accordance with the WSCA Master Agreement or this Participating Addendum, whichever shall occur first. Notwithstanding anything to the contrary contained in the WSCA Master Agreement, the State reserves the right, in its sole discretion, to extend this Participating Addendum upon an extension of the WSCA Master Agreement under the same terms and conditions as stated in this Participating Addendum. Notwithstanding anything to the contrary contained in the WSCA Master Agreement, there shall be no automatic renewals of the Participating Addendum.
2. The order of precedence governing this Participating Addendum is set forth in Section 1 of WSCA-NASPO Master Agreement Terms and Conditions - Attachment A to the WSCA Master Agreement ("WSCA Master Agreement Terms and Conditions").
3. This Participating Addendum and the WSCA Master Agreement, as amended by the Participating Addendum, set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, as amended by the Participating Addendum, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement, as amended by the Participating Addendum, shall prevail and govern in the case of any such inconsistent or additional terms.
4. Consistent with Section 1 of WSCA-NASPO Master Agreement Terms and Conditions - Attachment A to the WSCA Master Agreement, in the event of any conflict between the terms of this Participating Addendum and the terms of the WSCA Master Agreement or any documents constituting part of the WSCA Master Agreement, the terms of this Participating Addendum shall prevail.

2.0 Scope of Services:

1. The WSCA Master Agreement, as now or hereafter amended, made by the original parties thereto during the term of this Participating Addendum, is incorporated herein as if set forth at length. For the avoidance of doubt, the term "WSCA Master Agreement," as used herein, includes the WSCA Master Agreement, its exhibits, the Solicitation (RFP #JP14001), the Statement of Work, and Contractor's response to the Solicitation, as expressly accepted, in writing, into the WSCA Master Agreement, as an exhibit or attachment. All rights and obligations

between the parties are governed by the terms of the WSCA Master Agreement, as amended by this Participating Addendum (collectively, the "Agreement").

2. The suite of products and services available under this Participating Addendum to any Authorized Purchaser (as hereinafter defined) are as set forth in the price lines in New Jersey Contract Number 87720. The full suite of product and service offerings available under the WSCA Master Agreement may be procured under this Participating Addendum.
3. The Contractor shall deliver a copy of the required Quarterly Volume Reports (February 28<sup>th</sup>, May 31<sup>st</sup>, August 31<sup>st</sup>, and November 30<sup>th</sup>) described in the WSCA Master Agreement to the State Primary Contact set forth below. The Participating State will accept such reports directly from Contractor's Fulfillment Partners, as defined below.

### 3.0 Termination of Contract:

#### 1. For Convenience-

Notwithstanding any provision or language in the Agreement to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into pursuant to this Participating Addendum, for the convenience of the State, upon no less than forty-five (45) days written notice to the Contractor.

#### 2. For cause-

- A. Where the Contractor fails to perform or comply with the Agreement or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate this Participating Addendum, in whole or in part, upon ten (10) days' notice to the Contractor with an opportunity to respond.
- B. Where in the reasonable opinion of the Director, the Contractor continues to perform poorly under the Agreement as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the Contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint the Director may terminate this Participating Addendum, in whole or in part, upon ten (10) days' notice to the Contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- D. In the event of termination under this section, the Contractor will be compensated for work performed or goods supplied in accordance with the Agreement, up to the date of termination. Such compensation may be subject to adjustments.
- E. The Contractor shall not have the right to terminate this Participating Addendum. Any provisions in the WSCA Master Agreement regarding the Contractor's right to terminate or cancel

IN WITNESS WHEREOF, authorized representatives of CISCO SYSTEMS, INC. and the State have executed this Participating Addendum to be effective on the Effective Date.

<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: <u>Lisa B. DuBois</u> Name: <u>Lisa B. DuBois</u> Title: <u>Acting Director, Division</u> Date: <u>8/29/14</u></p>	<p>Cisco Systems, Inc.</p> <p>By: <u>[Signature]</u> Name: <u>Phil Lozano</u> Title: <u>Director, Finance</u> Date: <u>AUGUST 27, 2014</u></p>
<p>Approved as to Form: John J. Hoffman Acting Attorney General of the State of New Jersey</p> <p>By: <u>Aimee M. Nelson</u> Name: <u>Aimee M. Nelson</u> Title: <u>Deputy Attorney General</u> Date: <u>8-28-14</u></p>	<p><b>APPROVED BY LEGAL</b></p>

## Peter Folgado

---

**From:** John Mercer  
**Sent:** Thursday, April 27, 2017 8:11 PM  
**To:** Joseph Iwuala; Jeana Abuan; John McKinney; Raymond Reddington  
**Cc:** Peter Folgado; Alita Carter  
**Subject:** Re: Approval for the CY 2017 Summer Food Program Bid

i responded in the affirmative yesterday, i believe.

John Mercer  
Assistant Business Administrator  
CMFO, CTA, CTC, QPA, RPPS, LEED AP  
(201) 547-4417

<http://jerseycitynj.gov/>

---

**From:** Joseph Iwuala  
**Sent:** Thursday, April 27, 2017 3:48:31 PM  
**To:** Jeana Abuan; John McKinney; John Mercer; Raymond Reddington  
**Cc:** Peter Folgado; Alita Carter; Joseph Iwuala  
**Subject:** Approval for the CY 2017 Summer Food Program Bid

Please, this is very urgent. The City Purchasing Agent is waiting for approval for this bid. Please respond to Peter Folgado asap.

Thanks

**Joseph N. Iwuala, CPA**  
**Chief Accountant**  
**Department of Recreation**  
**City of Jersey City**  
**1 Chapel Avenue**  
**Jersey City, NJ 07305**  
**Phone: 201-547-4446**  
**Fax: 201-547-5593**



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-411  
Agenda No. 10.Z.14  
Approved: MAY 10 2017  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR THE PURCHASE AND INSTALLATION OF AN INTERVIEW RECORDING SYSTEM UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the existing interview recording system is no longer supported or functional and does not meet the new FBI and Attorney General guidelines; and

**WHEREAS**, the new system is network based and stores all video and audio in central storage servers which reduces the annual costs for media supplies and separate systems; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Gold Type Business Machines, 351 Paterson Avenue, P.O. Box 305, East Rutherford, New Jersey 07073 is an authorized dealer and reseller for Panasonic Corporation-North who is in possession of State Contract A89980, and submitted a proposal in the amount of forty three thousand, two hundred ninety nine dollars and eighty four cents (\$43,299.84) for the purchase and installation an interview recording system; and

**WHEREAS**, funds are available for this contract in the **Operating Account**;

Account	P.O. #	State Contract	Total Contract
01-201-25-240-310	124778	A89980	\$43,299.84

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$43,299.84 is awarded to Gold Type Business Machines for the purchase and installation an interview recording system.
2. The term of the contract will be completed upon the delivery of the goods and services.
3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 17-411Agenda No. 10.2.14 MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR THE PURCHASE AND INSTALLATION OF AN INTERVIEW RECORDING SYSTEM UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account:

Account	P.O. #	State Contract	Total Contract
01-201-25-240-310	124778	A89980	\$43,299.84

Approved by Peter Folgado, Director of Purchasing  
RPPO, QPA

4/27/17  
Date

PF/pv/BD  
4/24/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☒

Not Required

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMANN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINE INC. FOR THE PURCHASE AND INSTALLATION OF INTERVIEW RECORDING SYSTEMS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

**Initiator**

Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

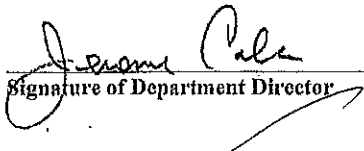
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

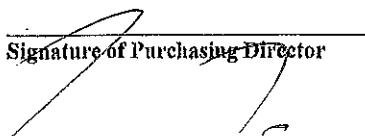
The existing systems are no longer supported or functional. They do not meet the new FBI and Attorney General guidelines. This system is network based and stores all video and audio on central storage servers located at the Bishop Street Facility. This reduces the annual costs for media supplies and separate systems. This will be installed at the following locations:

Street Crime Unit  
North & South Districts.  
Bureau of Criminal Identification (BCI)

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Date 3/29/17

  
Signature of Purchasing Director

Date 4/27/17



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

Page 1 of 2

PURCHASE ORDER NUMBER  
**124778**

TRANSMITTAL OF PURCHASE ORDER TO VENDOR  
COMPREHENSIVE SUPPLY PARTS AND PACKAGES

CHECK NO. \_\_\_\_\_

CHECK DATE \_\_\_\_\_

VOUCHER NO. \_\_\_\_\_

VENDOR INV.# \_\_\_\_\_

REQUISITION # **0178823**

BUYER **STATECONT**

DATE \_\_\_\_\_ VENDOR NO. \_\_\_\_\_  
**04/19/2017 GO237510**

**VENDOR INFORMATION**

**GOLD TYPE BUSINESS MACHINE**  
**351 PATERSON AVENUE**  
**PO BOX 305**  
**EAST RUTHERFORD NJ 07073**

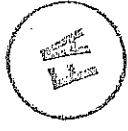
**DELIVER TO**

**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

**BILL TO**

**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
4.00	EA	PANA INTERVIEW KIT	01-201-25-240-310	3,948.0000	15,792.00
4.00	EA	3.1 MEGA PIXEL CAMERA PANA SUPER DYNAMIC	01-201-25-240-310	660.3300	2,641.32
4.00	EA	3 YR SWARE MAINT	01-201-25-240-310	900.0000	3,600.00
4.00	EA	ARBTRTR RM STATION	01-201-25-240-310	1,512.1100	6,048.44
1.00	EA	ARBTRTR INTERVIEW ROOM SERVER	01-201-25-240-310	6,958.1000	6,958.10
1.00	EA	MS SERVER 2016	01-201-25-240-310	704.0000	704.00
1.00	EA	GOVT SQL 2016	01-201-25-240-310	716.0000	716.00
1.00	EA	VIDEO STORAGE SERVER	01-201-25-240-310	1,139.9900	1,139.99
1.00	EA	5 YEAR WARRANTY	01-201-25-240-310	699.9900	699.99



TAX EXEMPTION NO. **22-6002013**

PO Total Continued >>>

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

TITLE OR POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

Page 2 of 2

**PURCHASE ORDER NUMBER**  
**124778**

**REQUISITION # 0178823**  
**BUYER STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

**DATE** **VENDOR NO.**  
**04/19/2017** **GO237510**

**VENDOR INFORMATION**

**GOLD TYPE BUSINESS MACHINE**  
**351 PATERSON AVENUE**  
**PO BOX 305**  
**EAST RUTHERFORD NJ 07073**

**DELIVER TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

**BILL TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	LABOR  GTBM IS AN AUTHORIZED DEALER/RESELLER FOR M-0483: NASPO VP COMPUTER EQUIPMENT PANASONIC CORP OF NORTH  NASPO/VP #MNWNC-124, PA SC A89960  LINE 00001, COMM CODE: 204-54-072692  SC RESO _____, APPROVED _____	01-201-25-240-310	5,000.0000	5,000.00

**TAX EXEMPTION NO. 22-6002013**

**PO Total 43,299.84**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

## Requisition #

0178823

## CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

## Assigned PO #

Vendor  
GOLD TYPE BUSINESS MACHINE  
351 PATERSON AVENUE  
PO BOX 305  
EAST RUTHERFORD NJ 07073  
GO237510

Dept. Bill To  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY

Dept. Ship To  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

Contact Info  
Tawana Moody  
000000000.

Quantity	UOM	Description	Account	Unit Price	Total
4.00	EA	PANA INTERVIEW KIT	0120125240310061	3,948.00	15,792.00
4.00	EA	3.1 MEGAPIXEL CAMERA PANA SUPER DYNAMIC	0120125240310061	660.33	2,641.32
4.00	EA	3 YR SWARE MAINT	0120125240310061	900.00	3,600.00
4.00	EA	ARBTRTR RM STATION	0120125240310061	1,512.11	6,048.44
1.00	EA	ARBTRTR INTERVIEW ROOM SERVER	0120125240310061	6,958.10	6,958.10
1.00	EA	MS SERVER 2016	0120125240310061	704.00	704.00
1.00	EA	GOVT SQL 2016	0120125240310061	716.00	716.00
1.00	EA	VIDEO STORAGE SERVER	0120125240310061	1,139.99	1,139.99
1.00	EA	5 YEAR WARRANTY	0120125240310061	699.99	699.99
1.00	EA	LABOR	0120125240310061	5,000.00	5,000.00

GTBM IS AN AUTHORIZED DEALER/RESELLER  
FOR M-0483: NASPO VP COMPUTER EQUIPMENT  
PANASONIC CORP OF NORTH

NASPO/VP #MNWNC-124, PA SC A89980

LINE 00001, COMM CODE: 204-54-072692

SC RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

Requisition Total 43,299.84

Req. Date: 04/13/2017

Requested By: RBAKER

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**



**GTBM**  
Better Solutions Every Day

**QUOTE**

**Gold Type Business Machines, Inc.**

351 Paterson Avenue  
East Rutherford, NJ 07073  
Phone: 201.935.5090  
Fax: 201.935.7022

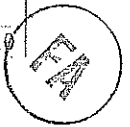
DATE

January 13, 2017

TO Dir. of Communications & IT Robert A. Baker, Sr.  
Jersey City Police Department

NASPO Valuepoint, State of New Jersey Term Contract M0483  
NJ State Contract #89980 • Line #00001; Comm Code: 204-54-072692

QTY	PART #	DESCRIPTION	MSRP	STATE DISCOUNT	PRICE	EXTENDED
4	ARB-KIT-HDVUE	Panasonic Interview Room Kit	\$ 4,700.00	16%	\$ 3,948.00	\$ 15,792.00
4	RZ4378	Panasonic Super Dynamic WV-SW158 3.1 Megapixel Network Camera - Monochrome, Color - 1920 x 1080 - MOS - Cable - Fast Ethernet CAMERA	\$ 759.00	13%	\$ 660.33	\$ 2,641.32
4	CF-SVCARB2AMA2Y	Panasonic Software Maintenance (3 year)	\$ 900.00		\$ 900.00	\$ 3,600.00
4	ARBPC	Arbitrator room station - Intel Core i7 - 16 GB DDR4 SDRAM - 1 TB HDD - Windows 7 Professional - Mini-tower - Black - DVD-Writer - AMD Radeon R7 350X Graphics - HDMI - 11 x Total USB Port(s) DVDRW R7 350 W7P 3YR NBD	\$ 1,699.00	11%	\$ 1,512.11	\$ 6,048.44
		(4 rooms) Subtotal per room plus labor			\$ 7,020.44	
1	atbsrv	Arbitrator Interview Rooms Server	\$ 8,186.00	15%	\$ 6,958.10	\$ 6,958.10



Quotation prepared by: G.P.

\*Due to product availability, technology upgrades and/or limited distribution. Pricing is valid for 45 days from date of quotation.

		Intel® Xeon® E5-2640 v4 2.4GHz, 25M Cache, 8.0GT/s QPI, Turbo, HT, 10C/20T (90W) Max Mem 2133MHz, 32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width, PERC H730 RAID Controller, 1GB NV Cache, 300GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (3), On-Board Broadcom 5720 Quad Port 1Gb LOM, Internal SD Module with 1x 16GB SD Card, DVD+/-RW, SATA, Internal for 8 HD Chassis, Bezel 4/8 Drive Chassis, ReadyRails™ Sliding Rails With Cable Management Arm, Dual, Hot-plug, Redundant Power Supply (1+1), 550W, 3 Year ProSupport and Mission Critical 4Hr 7x24 On-site Service,				
1	6F4313	Microsoft Server 2016	\$ 704.00		\$ 704.00	\$ 704.00
1	4B8239	OLP GOVT SQL SVR STD 2016 NL	\$ 716.00		\$ 716.00	\$ 716.00
1	RX1817	3400 4-Drive 8 TB Rackmount NAS for Small Business - 4 x 2-TB HDD - Dual Core Processor - iSCSI - File Sharing - Web Access - Hot Swap/Hot Spare Hard Drives - Backup Software - Cloud Backup - Gigabit Ethernet - USB Accessory Port 4X2TB SATA 2XGBE USB3, iSCSI SUP	\$ 1,199.99	5%	\$ 1,139.99	\$ 1,139.99
1	3V6870	5 Year Extended Warranty - Warranty 24 x 7 Next Business Day - Exchange - Physical, Electronic Service	\$ 699.99		\$ 699.99	\$ 699.99
1	Labor	Installation and Setup, Training	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00
TOTAL PROJECT						\$ 43,299.84

Quotation prepared by: G.P.

\*Due to product availability, technology upgrades and/or limited distribution. Pricing is valid for 45 days from date of quotation.



State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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## TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
M0483_16-r-24098	NASPO VALUEPOINT COMPUTER	PANASONIC CORPORATION OF NORTH	89980
TOP			

NJ State  
Public Records Act[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

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17  
25, 26



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

**FORD M. SCUDDER**  
*State Treasurer*  
**MAURICE GRIFFIN**  
*ACTING Director*

**Amendment #: 03 (Revised)**  
**M-0483**  
**Solicitation #: 16-R-24098**

TO: All Using Agencies  
DATE: March 31, 2017  
FROM: James E. Strype, Procurement Lead  
SUBJECT: NASPO ValuePoint Computer Equipment

Please be advised that contract M0483 has been extended as noted:

Vendor	State Contract #	Expiration Date	New Expiration Term in Years
ACE TECHNOLOGY PARTNERS LLC	89964	March 31, 2020	3
CISCO SYSTEMS INC	89966	March 31, 2018	1*
COMPUTER TECHNOLOGY LINK	89971	March 31, 2020	3
DELL MARKETING LP	89967	March 31, 2020	3
EMC CORPORATION	89968	March 31, 2020	3
FIREFLY COMPUTERS LLC	89970	March 31, 2020	3
FUJITSU AMERICA INC	89972	March 31, 2018	1*
HEWLETT PACKARD ENTERPRISE	40116	March 31, 2018	1*
HITACHI DATA SYSTEMS CORP	89975	March 31, 2020	3
HOWARD INDUSTRIES INC	89976	March 31, 2020	3
HP INC	89974	March 31, 2020	3
IBM CORPORATION	40047	March 31, 2018	1*
LENOVO UNITED STATES INC	40121	March 31, 2020	3
MICROSOFT CORPORATION	40166	March 31, 2020	3
NETAPP INC	89977	March 31, 2020	3
NIMBLE STORAGE INC	89978	March 31, 2020	3
ORACLE AMERICA INC	42967	March 31, 2018	1*
PANASONIC CORPORATION	89980	March 31, 2018	1*
PURE STORAGE INC	89981	March 31, 2018	1*
TEGILE SYSTEMS INC	41458	March 31, 2018	1*
TINTRI INC	40294	March 31, 2018	1*
TRANSOURCE SERVICES CORP	89982	March 31, 2020	3
XIOTECH CORPORATION	89983	March 31, 2020	3

All other terms and conditions remain the same.  
Please retain this amendment with your Notice of Award for future reference.

this contract, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.

- o Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
- o Services purchased under this contract must be directly related to equipment purchased under this contract.
- Leasing and rental of equipment is not permitted under this contract for State agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

#### **1.4 CONTRACT NUMBERS AND TERM**

The State contract numbers are specified below:

<b>Vendor</b>	<b>NASPO ValuePoint Master Agreement #</b>	<b>State Contract #</b>
Ace Technology Partners, LLC	MNWNC-101	89964
Cisco Systems, Inc.	MNWNC-105	89966
Computer Technology Link Corp (CTL)	MNWNC-106	89971
Dell Marketing LP	MNWNC-108	89967
EMC Corporation	MNWNC-109	89968
Firefly Computers, LLC	MNWNC-110	89970
Fujitsu America Inc.	MNWNC-111	89972
Grace Global Inc.	MNWNC-112	89973
HP Inc.	MNNVP-133	89974
Hewlett Packard Enterprise	MNNVP-134	40116
Hitachi Data Systems Corporation	MNWNC-113	89975
Howard Industries Inc.	MNWNC-114	89976
IBM Corporation	MNWNC-116	40047
Lenovo	MNWNC-117	40121
Microsoft Corporation	MNWNC-119	40166
Netapp Inc.	MNWNC-121	89977
Nimble Storage Inc.	MNWNC-122	89978
* Panasonic Corporation of North America	MNWNC-124	89980
Pure Storage Inc.	MNWNC-125	89981
Tintri Inc.	MNWNC-128	40294
Transource Service Corp.	MNWNC-130	89982
Xiotech Corporation	MNWNC-132	89983

The contract term is October 1, 2015 through March 31, 2017.

#### **1.5 OBTAINING QUOTES**

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

Several Contractors have elected to use "authorized dealers" to service their contract. Products are ordered directly through the authorized dealer. The dealer is listed on the Vendor's Web Site along with the Product catalogs and the procedure for obtaining price quotes.

**STATE OF NEW JERSEY**  
**PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS**

Under  
NASPO ValuePoint, formerly Western States Contracting Alliance ("WSCA")  
Contract for Computer Equipment  
Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices  
Including Related Peripherals and Services  
[State of Minnesota Master Contract Number MNWNC-124]

This Participating Addendum is made as of October 1, 2015, or the last date of signature below, whichever is later (the "Effective Date"), by and between, Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America, whose address is Two Riverfront Plaza, Newark, NJ 07102 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director (the "Director") of the Division of Purchase and Property, Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Minnesota and Contractor have entered into Master Agreement #MNWNC-124 (the "WSCA Master Agreement"), which may be found at the following URL:

<http://www.naspovaluepoint.org/#/contract-details/52/overview/general>,  
awarded in accordance with the State of Minnesota Request for Proposal for Computer Equipment; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with fifteen other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the WSCA Master Agreement to provide computer equipment is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

B. **Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

#### 7.0 Authorized Resellers and Subcontractors:

Contractor has the right to utilize Authorized Resellers, as fulfillment agents under this Participating Addendum, e.g., for direct order taking, processing, fulfillment, invoicing, receiving payment, or provisioning. As used herein, the term "Authorized Reseller" shall include authorized partners, or similar authorized agents used by Contractor to provide the products and services described in the preceding sentence, as such terms are defined in the Solicitation (RFP) and the WSCA Master Agreement. However, this Participating Addendum may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Director, which shall not be unreasonably withheld. Such consent, if granted, shall not relieve the Contractor of any responsibilities under this Participating Addendum. For the avoidance of doubt, the Contractor shall be responsible for obtaining all required forms from each Authorized Reseller or subcontractor and submit the required forms to the State. The State will not accept forms directly from an Authorized Reseller and/or subcontractor.

Contractor and the State agree to the minimum of 2 and maximum of 17 Authorized Resellers under this Participating Addendum.

Authorized Resellers may be removed and/or added upon a ten (10) business days' prior written notice to the State during the term of this Participating Addendum, but under no circumstance shall the total number of Authorized Resellers exceed the aforementioned maximum.

The Contractor and the State each reserve the right to remove an Authorized Reseller at its discretion for cause, for not meeting established vendor criteria under this Participating Addendum, or where the addition, or continued use, of the entity would violate any state or federal law or regulation. If an Authorized Reseller is removed for any reason, Contractor will name the alternate Authorized Reseller responsible to fulfill in a timely manner each responsibility of the removed Authorized Reseller.

The name, address and contact information for Contractor-approved Authorized Resellers shall be separately set forth at the Contractor's website, as amended by Contractor during the term of this Participating Addendum, including any applicable technical certifications or general limitations (e.g., geographic) or Contractor qualifying criteria as applicable (qualifying criteria).

For the avoidance of doubt, Contractor may also utilize a direct pay model.

Contractors may also utilize Partners, as defined in the RFP, which do not receive purchase orders, submit invoices, or receive payment. If utilized by Contractor and approved by the State, Partners are subject to the same requirements as a subcontractor as described in this Participating Addendum.



State of New Jersey  
Department of the Treasury  
Division of Purchase and Property

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Notice of Award  
Term Contract(s)

M-0483

NASPO VALUEPOINT COMPUTER

Vendor Information
Authorized Dealers
By Vendor
Email to JAMES E STRYPE

Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (188 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (17 kb)
- Amendment #2 - Contract Cancellation Adobe PDF (17 kb)
- Amendment #3 - Contract Extension #1 to 3/31/2020 Adobe PDF (23 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/01/15 TO: 03/31/20
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	24098
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	
Set-Aside:	NONE

<b>Vendor Name &amp; Address:</b>	PANASONIC CORPORATION OF NORTH AMERICA THREE PANASONIC WAY 7F-3 SECAUCUS, NJ 07094-2997
<b>Contact Person:</b>	MICHAEL HAAS
<b>Contact Phone:</b>	732-663-4989
<b>Order Fax:</b>	201-271-3020
<b>Contract#:</b>	89980
<b>Expiration Date:</b>	03/31/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	PURE STORAGE INC 650 CASTRO STREET SUITE 400 MOUNTAIN VIEW, CA 94041-2081
<b>Contact Person:</b>	KIM BRADBURY
<b>Contact Phone:</b>	206-708-5007
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	89981
<b>Expiration Date:</b>	03/31/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	TEGILE SYSTEMS INC 7999 GATEWAY BLVD SUITE 120 NEWARK, CA 94560
<b>Contact Person:</b>	ALLISON GIGLIERANO
<b>Contact Phone:</b>	510-598-1059
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	41458
<b>Expiration Date:</b>	03/31/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	TINTRI INC 303 RAVENDALE DRIVE MOUNTAIN VIEW, CA 94043
<b>Contact Person:</b>	MICHAEL COLEMAN
<b>Contact Phone:</b>	650-810-8349
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	40294
<b>Expiration Date:</b>	03/31/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO

	EPLUS TECHNOLOGY INC 642 NEWTOWN YARDLEY RD NEWTOWN PA 18940
<b>Contact Person:</b>	GEORGE PASHARDIS
<b>Contact Phone:</b>	609-528-8912
<b>Dealer/Distributor Name &amp; Address:</b>	NWN CORPORATION 303 FELLOWSHIP RD/STE 110 MT LAUREL NJ 08054
<b>Contact Person:</b>	MATT HIMMELSTEIN
<b>Contact Phone:</b>	856-914-5603
<b>Dealer/Distributor Name &amp; Address:</b>	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
<b>Contact Person:</b>	KATIE OKANE
<b>Contact Phone:</b>	732-868-5904
<b>Contract#: 89978</b>	<b>Title: NASPO VALUEPOINT COMPUTER</b>
<b>Dealer/Distributor Name &amp; Address:</b>	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZLET NJ 07730
<b>Contact Person:</b>	FROST SCHROEDER
<b>Contact Phone:</b>	732-847-9612
<b>Dealer/Distributor Name &amp; Address:</b>	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
<b>Contact Person:</b>	JOHN MAZELLA
<b>Contact Phone:</b>	866-776-7415
<b>Dealer/Distributor Name &amp; Address:</b>	CONTINENTAL RESOURCES INC 27 WORLDS FAIR DR SOMERSET NJ 08873
<b>Contact Person:</b>	LOU DEMARCO
<b>Contact Phone:</b>	732-748-3630
<b>Dealer/Distributor Name &amp; Address:</b>	CONTOUR DATA SOLUTIONS 3710 LANCASTER DR DOYLESTOWN PA 18902
<b>Contact Person:</b>	ROCCO GUEIRO
<b>Contact Phone:</b>	484-235-5135
<b>Dealer/Distributor Name &amp; Address:</b>	EPLUS TECHNOLOGY INC 642 NEWTOWN YARDLEY RD NEWTOWN PA 18940
<b>Contact Person:</b>	GEORGE PASHARDIS
<b>Contact Phone:</b>	609-528-8912
<b>Dealer/Distributor Name &amp; Address:</b>	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
<b>Contact Person:</b>	KATIE OKANE
<b>Contact Phone:</b>	732-868-5904
<b>Contract#: 89980</b>	<b>Title: NASPO VALUEPOINT COMPUTER</b>
<b>Dealer/Distributor Name &amp; Address:</b>	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
<b>Contact Person:</b>	JOHN MAZELLA
<b>Contact Phone:</b>	866-776-7415
<b>Dealer/Distributor Name &amp; Address:</b>	COMPUTER SYS & METHODS 15 MAPLE ST SOMERVILLE NJ 08876-2106
<b>Contact Person:</b>	KASH MAHNA
<b>Contact Phone:</b>	908-725-1373
<b>Dealer/Distributor Name &amp; Address:</b>	GOLD TYPE BUSINESS MACHINES INC 351 PATERSON AVE EAST RUTHERFORD NJ 07073
<b>Contact Person:</b>	RICH PICOLLI
<b>Contact Phone:</b>	201-935-5090-XX24
<b>Dealer/Distributor Name &amp; Address:</b>	GOVDIRECT INC 601 CLEVELAND STREET SUITE 415 CLEARWATER FL 33755



AND SERVICES. DELIVERY: 30 DAYS ARO					
<b>Vendor:</b> MICROSOFT CORPORATION		<b>Contract Number:</b> 40166			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> NETAPP INC		<b>Contract Number:</b> 89977			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> NIMBLE STORAGE INC		<b>Contract Number:</b> 89978			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> ORACLE AMERICA INC		<b>Contract Number:</b> 42967			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00004	COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SERVERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00005	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE SOLUTIONS	1.000	EACH	NET	N/A
<b>Vendor:</b> PANASONIC CORPORATION OF NORTH AMERICA		<b>Contract Number:</b> 89980			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001		1.000	EA	NET	N/A

	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: PURE STORAGE INC</b>					
<b>Contract Number: 89981</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: TEGILE SYSTEMS INC</b>					
<b>Contract Number: 41458</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE INCLUDING RELATER PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: TINTRI INC</b>					
<b>Contract Number: 40294</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: TRANSOURCE SERVICES CORP DBA TRANSOURCE COMPUTERS</b>					
<b>Contract Number: 89982</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...]	1.000	EA	NET	N/A



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GOLD TYPE BUSINESS MACHINES, INC.

**Trade Name:**

**Address:** 351 PATERSON AVENUE  
EAST RUTHERFORD, NJ 07073-1365

**Certificate Number:** 0067515

**Effective Date:** February 22, 1977

**Date of Issuance:** April 19, 2017

**For Office Use Only:**

20170419142137360

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Print: Walter Cropper CFO  
Representative's Signature: [Signature]  
Name of Company: Gold Type Business Machines, Inc.  
Tel. No.: 201-535-5090 Date: 12-11-96

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 18:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 18:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print)

Representative's Signature

Name of Company

Tel. No.

Date

701  
735-6990

1/20/17

Vincent C. Rouse CFE  
Gold Type Business Machines Inc.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Geld Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-955-5090

Contact Name: V. J. Porter

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-412

Agenda No. 10.Z.15

Approved: MAY 10 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY FOR PSYCHOLOGICAL EVALUATIONS OF NEW POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the psychological screening is required for all the new police recruits; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited two quotes, including from the Institute for Forensic Psychology, 5 Fir Court, Suite 2, Oakland, New Jersey 07436 in the total amount of thirty nine thousand, one hundred dollars (\$39,100.00); and

**WHEREAS**, the Purchasing Director believes the proposal from the Institute for Forensic Psychology to be the most advantageous, price and other factors considered; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Division of Police has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$500.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	124961	\$39,100.00	\$500.00

(Continue on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY FOR PSYCHOLOGICAL EVALUATIONS OF NEW POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$39,100.00 for psychological screening is awarded to Institute for Forensic Psychology.
2. The term of the contract shall be one year, or complete upon the delivery of goods and services, whichever is earlier.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$500.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	124961	\$39,100.00	\$500.00

Approved by: [Signature] 5/1/17  
Director of Purchasing, QPA, RPPO Date

PF/pv  
4/27/17  
APPROVED: \_\_\_\_\_  
APPROVED: [Signature] Business Administrator  
APPROVED AS TO LEGAL FORM [Signature] Corporation Counsel  
Certification Required ☒  
Not Required ☐  
APPROVED 9-0  
R.R. 5-3-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE INSTITUTE FOR  
FORENSIC PSYCHOLOGY FOR PSYCHOLOGICAL EVALUATIONS OF NEW POLICE  
RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE****Initiator**

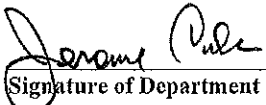
Department/Division	PUBLIC SAFETY	POLICE
Name/Title	DIRECTOR JAMES SHEA	PUBLIC SAFETY
Phone/email	201-547-5372	JSHEA@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

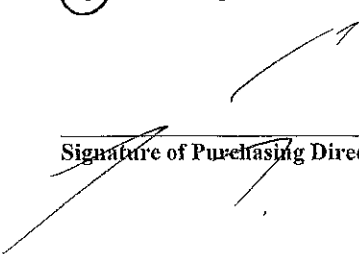
**Resolution Purpose**

Psychological screening is required for all the new police recruits

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/28/17  
Date

  
Signature of Purchasing Director

5/1/17  
Date



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**124961**

**REQUISITION # 0178676**  
**BUYER P2PRESO**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE	VENDOR NO.
04/28/2017	IN285970

**VENDOR INFORMATION**

**INSTITUTE FOR FORENSIC  
PSYCHOLOGY**  
5 FIR COURT, SUITE 2  
OAKLAND NJ 07436

**DELIVER TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

**BILL TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	PSYCHOLOGICAL EVALS FOR NEW POLICE OFFICERS AND RECRUITS FOR THE COJC, DEPT PS, DIV OF POLICE @ \$425.00 PER EXAMINATION  GY 2017  TEMPORARY ENCUMBRANCE IS \$500.00 TOTAL CONTRACT: \$39,100.00  PTP RESO _____, APPROVED _____  PARTIAL PAYMENT VOUCHERS	01-201-25-240-312	500.0000	500.00

**TAX EXEMPTION NO. 22-6002013**

**PO Total 500.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

## Appendix

### Revised Contract Language for BRC Compliance

#### Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

## DETERMINATION OF VALUE CERTIFICATION

I, James Shea, of full age, hereby certify the following:

1. I am the Public Safety Director for the City of Jersey City, (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Institute for Forensic Psychology to provide the Police Division with Psychological Evaluations.
3. The City informally solicited quotations for psychological evaluations.
4. The administration's recommendation is to award a contract to Institute for Forensic.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

4/28/17

  
James Shea, Director of Public Safety

Requisition #

0178676

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Assigned PO #

Vendor  
INSTITUTE FOR FORENSIC  
PSYCHOLOGY  
5 FIR COURT, SUITE 2  
OAKLAND NJ 07436  
IN285970

Dept. Bill To  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY

Dept. Ship To  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

Contact Info  
TAWANA MOODY  
015475372.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PSYCHOLOGICAL EVALS	0120125240312061	500.00	500.00

FOR NEW POLICE OFFICERS AND RECRUITS  
FOR THE COJC, DEPT PS, DIV OF POLICE  
@ \$425.00 PER EXAMINATION

CY 2017

TEMPORARY ENCUMBRANCE IS \$500.00  
TOTAL CONTRACT: \$39,100.00

PTP RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

PARTIAL PAYMENT VOUCHERS

Requisition Total 500.00

Req. Date: 04/04/2017

Requested By: MRIVERA

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

# Institute for Forensic Psychology

5 Fir Court

Suite 2

Oakland, NJ 07436

U.S.A.

Voice: 201-337-4996

Fax: 201-337-8378

# QUOTATION

Quote Number: 292

Quote Date: Apr 26, 2017

Page: 1

<b>Customer</b>
JERSEY CITY POLICE DEPARTMENT 1 JOURNAL SQUARE PLAZA, 4TH FL JERSEY CITY, NJ 07306

Customer ID	Quote Date	Payment Terms	Quote Exp
JERSEY CITY P.D.	12/31/17	Net 30 Days	

Quantity	Description	Unit Price	Amount
92.00	PSYCHOLOGICAL EVALUATION FOR NINETY-TWO (92) POLICE OFFICER RECRUITS OF THE CITY OF JERSEY CITY POLICE DEPARTMENT @ \$425.00 PER EXAMINATION, FROM 01/01/17 THRU 12/31/17.	425.00	39,100.00
Subtotal			39,100.00
Sales Tax			



Serving  
New Jersey & New York

6178676

Office: (201) 944-8113  
Fax: (201) 947-4026

## **Metropolitan Center for Forensic Psychology, Inc.**

10 Ivy Lane, Suite 7, Englewood, New Jersey 07631

### Standard Fee Schedule

* Initial Candidate Evaluations:	\$450.00
Promotional Evaluations:	\$600.00
Fitness for Duty Evaluations:	\$2,500.00
Interviews without testing	\$250.00/hour
Preparation of Documents for Deposition	\$250.00/hour
Consultation with Lawyer for Deposition	\$350.00/hour
*All legal Depositions or Court Testimony	\$350.00/hour, 4 hour min.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** INSTITUTE FOR FORENSIC PSYCHOLOGY, P.C.

**Trade Name:**

**Address:** 5 FIR COURT, SUITE 4  
OAKLAND, NJ 07436-1821

**Certificate Number:** 0085654

**Effective Date:** December 26, 1996

**Date of Issuance:** April 28, 2017

**For Office Use Only:**

20170428143133542



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-PAID AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JARVIS CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the name of business entity has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding date of award scheduled for approval of the contract by the governing body to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the name of entity of elected officials as defined pursuant to N.J.S.A. 19:44A-3(b), (c) and (d).

Steven Fulep for Mayor 2017	Hallanan for Council
Lavara for Councilman	Blends of Richard Duggiano
Friends of Joyce Watterman	Michael Yan
Friends of Daniel Rivera	Osborne for Council
Gajowski for Council	Friends of Councilwoman Diana Coleman

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership   
 ☐ Corporation   
 ☐ Sole Proprietorship   
 ☒ Subchapter S Corporation  
☐ Limited Partnership   
☐ Limited Liability Corporation   
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Matthew Giller	32 Shore Park Road Oakland, NJ 07436
Lewis Schlosser	430 E 12th Street APT. 11 NEW YORK, NY 10001

**Part III - Signature and Attestation**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: THE INSTITUTE FOR FORENSIC PSYCHOLOGY

Signature: [Signature] Title: President

Print Name: MATTHEW GILLER Date: 4/13/17

Subscribed and sworn before me this 12 day of April, 2017

My Commission expires: August 21, 2018

Wendy Marie Cianciaruso

[Signature]  
MATTHEW GILLER <sup>(Print)</sup> President  
 (Print name & title of affiant) (Corporate Seal)

WENDY MARIE CIANCARUSO  
 Commission # 2437852  
 Notary Public, State of New Jersey  
 My Commission Expires  
 August 21, 2018

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

**Required Pursuant To N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name: The Institute for Forensic Technology  
Address: 5 Elm Court Suite 2  
City: Oakland State: NJ Zip: 07436

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature

Matthew Quiker  
Printed Name

President  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committee of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that The Institute for Forensic Psychology (name of business entity) has not made any reportable contributions in the one year period preceding 4/5/17 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract The Institute for Forensic Psychology (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: The Institute for Forensic Psychology

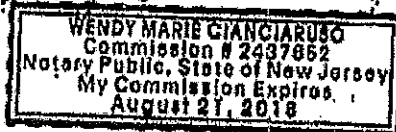
Signed: [Signature] Title: President

Print Name: Matthew Guiler Date: 4/5/17

Subscribed and sworn before me  
this 5th day of April, 2017.

My Commission expires August 21, 2018

Wendy Marie Cianciaruso



Matthew Guiler, President  
(Print name & title of signatory) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

### EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to ensure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, RPO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, RPO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Matthew Quiler, President

Representative's Signature:



Name of Company:

The Institute for Forensic Psychology

Ref. No.

2013374996

Date:

4/5/17

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: MATTHEW EVILICH President  
Representative's Signature: [Signature]  
Name of Company: THE WISCONSIN FIRE HYDRANT COMPANY  
Tel. No.: 201 331-4446 Date: 4/5/97

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : The Institute for Forensic Psychology  
Address : 5 Fir Court, Suite 2, Oakland, NJ 07436  
Telephone No. : 201-337-4996  
Contact Name : Matthew Quilley

Please check applicable category :

☐ Minority Owned Business (MBB)      ☐ Minority & Woman Owned Business (MWBB)  
☐ Woman Owned business (WBB)      ☒ Neither

**Definitions**  
**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: TVE INSTITUTE FOR FORENSIC PSYCHOLOGY  
Address: 5 FIR COURT, SUITE 2, OAKLAND, NJ 07436  
Telephone No.: 201-337-4996  
Contact Name: MATTHEW EULIER

Please check applicable category:

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa  
**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.  
**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.  
**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Certification 9041  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2012

to

15-DEC-2019

**INSTITUTE FOR FORENSIC PSYCHOLOGY  
5 FIR COURT, SUITE 2  
OAKLAND NJ 07436**



  
Andrew P. Stedman-Enslin  
State Treasurer



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-413  
Agenda No. 10.Z.16  
Approved: MAY 10 2017  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TOMAHAWK DEFENSE LLC FOR INCIDENT RESPONSE EXERCISE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited one quote for incident response training; and

**WHEREAS**, Tomahawk Defense LLC, 1225 17<sup>th</sup> Avenue South, Nashville, Tennessee 37212 submitted a quote in the amount of twenty thousand dollars (\$20,000.00); and

**WHEREAS**, the Purchasing Agent certifies that it is impracticable to solicit additional quotes because of the specialized and sensitive nature of such training; and

**WHEREAS**, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of Public Safety, Division of Police has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$20,000.00 are available in the Trust Account;

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
16-290-55-000-800	124966	\$20,000.00

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS COMPANY FOR THE MAINTENANCE SERVICE OF THE AUTOMATIC TEMPERATURE AND DIGITAL CONTROLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE**

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$20,000.00 for the incident response training is awarded to Tomahawk Defense LLC.
2. The term of the contract shall be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to receive the services pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$20,000.00 are available in the Trust Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
16-290-55-000-800	124966	\$20,000.00

Approved: Peter Folgado, Director of Purchasing,  
OPA, RPPO

5/1/17  
Date

PF/pv  
4/28/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

Joanne Monahan  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TOMAHAWK DEFENSE, LLC FOR PRE-PLANNING FOR INCIDENT RESPONSE EXERCISE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

**Initiator**

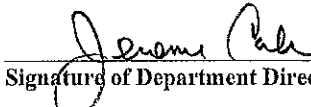
Department/Division	Public Safety	Police	
Name/Title	Director James Shea	Public Safety	
Phone/email	201-547-4239	jshen@njcps.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

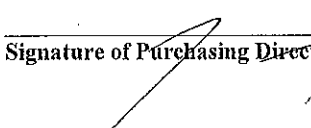
**Resolution Purpose**

Resolution is for a Pre-planning for Incident Response Exercise for the Department of Police.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

4/28/17  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

5/1/17  
Date



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**124966**

THIS VOUCHER MUST APPEAR ON ALL INVOICES  
FOR MERCHANDISE, SERVICES, MATERIALS AND PACKAGES

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0179035**  
**BUYER P2PRESO**

DATE	VENDOR NO.
04/28/2017	T0550519

**VENDOR INFORMATION**

**TOMAHAWK DEFENSE, LLC**  
**1225 17TH AVENUE SOUTH**  
  
**NASHVILLE TN 37212**

**DELIVER TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

**BILL TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	TRAINING COURSE PRE-PLANNING FOR INCIDENT RESPONSE EXERCISE AT ST. PETER'S UNIVERSITY  TOTAL CONTRACT: \$20,000.00  PTP RESO _____, APPROVED _____	16-290-55-000-800	20,000.0000	20,000.00

**TAX EXEMPTION NO. 22-6002013**

**PO Total 20,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

## Appendix

### Revised Contract Language for BRC Compliance

#### Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.


## DETERMINATION OF VALUE CERTIFICATION

I, James Shea, of full age, hereby certify the following:

1. I am the Public Safety Director for the City of Jersey City, (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Tomahawk Defense, LLC. to provide the Police Department with Training.
3. The City informally solicited quotations for Incident Response Training.
4. The administration's recommendation is to award a contract to Tomahawk Defense LLC.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

4/28/17

  
James Shea, Director of Public Safety

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-PAID AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(n), (g) and (e).

Steven Pulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Duggiano
Friends of Joyce Watterson	Michael Yim
Friends of Daniel Rivera	Osborne for Council
Gafewald for Council	Friends of Councilwoman Diane Coleman

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership   
 ☐ Corporation   
 ☐ Sole Proprietorship   
 ☐ Subchapter S Corporation  
☐ Limited Partnership   
☒ Limited Liability Corporation   
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Keith Walawender	2028 Austin Dr Spring Hill TN 37174
Michael Biller	206 Wall Spring Ct Brentwood TN 37207
Walter McAllan	923-D Gale Ln Nashville TN 37204
Nick Pentikos	1280 W Altgeld Chicago IL 60614

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Tennabaw Defense

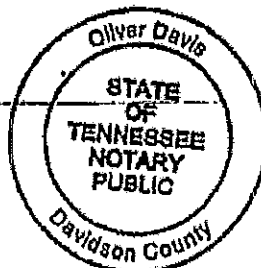
Signed: [Signature] Title: CEO

Print Name: Keith Walawender Date: 2 FEB 17

Subscribed and sworn before me this 2<sup>nd</sup> day of February, 2017

My Commission expires:

Aug 4, 2020



[Signature]  
 (Affiant)  
Oliver Davis Chief Admin Officer  
 (Print name & title of affiant) (Corporate Seal)

**Required Pursuant To N.J.S.A. 19:44A-20.26**

## Part I - Vendor Information

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

## Part II – Contribution Disclosure

☐ Check here if disclosure is provided in electronic form.

☐ Check here if the information is continued on subsequent page(s)



**PART I - Vendor Affirmation**


**PART II - Signature and Attestation:**

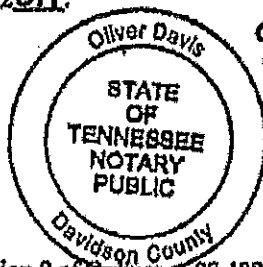
Name of Business Entity: Tornahawk Defense

Signed: [Signature] Title: CFO

Print Name: Keith Walawender Date: 7 FEB 17

Subscribed and sworn before me  
this 1<sup>st</sup> day of February 2017.  
My Commission expires:

  
(Affiant)  
Oliver Davis Chief Admin Officer  
(Print name & title of affiant) (Corporate Seal)



**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

### EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, BEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, BEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Karl W. Walsingham CEO

Representative's Signature: [Signature]

Name of Company: Toma Hawk Defense

Tel. No. (757) 621-7116

Date: 7 Feb 17



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TOMAHAWK STRATEGIC SOLUTIONS LLC

**Trade Name:**

**Address:** 1230 W ALTGELD STREET  
CHICAGO, IL 60614

**Certificate Number:** 1942571

**Effective Date:** March 31, 2015

**Date of Issuance:** April 28, 2017

**For Office Use Only:**

20170428153756842

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Print: Keith Walander CEO  
Representative's Signature: [Signature]  
Name of Company: Tornahawk Defense  
Tel. No.: (577) 621-7116 Date: 7 FEB 17

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Tomahawk Defense  
Address : 1225 17<sup>th</sup> Avenue South, Nashville, TN 37212  
Telephone No. : (757) 621-7116  
Contact Name : Keith Walawender

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Tomahawk Defense  
Address: 1225 17th Avenue South, Nashville, TN 37212  
Telephone No.: (757) 621-7116  
Contact Name: Keith Walawender

Please check applicable category:

☐ Minority Owned Business (MBB)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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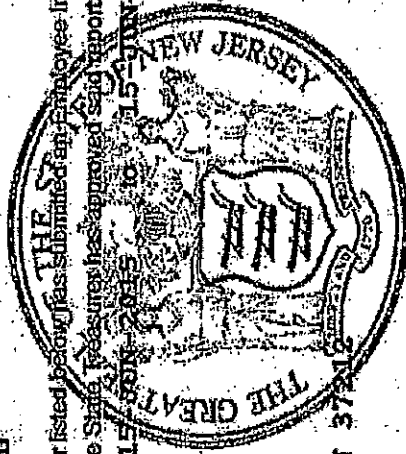
**DIVISION OF PURCHASING COPY**

Certification 54630

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15/06/2015 to 15/06/2022

OMAHAWK DEFENSE  
1225 17TH AVE. S.  
NASHVILLE



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-414

Agenda No. 10.Z.17

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, a service block of hours are needed to integrate, maintain and manage LAN and WAN switches, emergency phones and video surveillance equipment throughout various OEM locations which include 715 Summit Avenue, OEM HLS mobile covert truck, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch, Seaview, Riverside Park, Jersey City Town Hall, Command Truck, Central Avenue switches, Marin Collection Point, Bayside Collection Point; and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City ("City") to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70, Contract GS-35F-0220R, Information Technology Services; and

**WHEREAS**, Millennium Communications, submitted a quote in the total amount of twenty nine thousand, one hundred sixty nine dollars and eighty cents (\$29,169.80) for Network Integration Services for the Office of Emergency Management; and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

(Continued on Page 2)



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract is awarded to Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R, in the amount of \$29,169.80 for Network Integration Services.
2. The term of the contract shall be one year, or complete upon the delivery of goods and services, whichever is earlier.
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer, Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

UASI FY-15 Grant Account  
02-213-40-572-314

Purchase Order  
124853

Total Contract  
\$29,169.80

Approved: Peter Folgado, Director of Purchasing,  
QPA, RPPO

4/27/17  
Date

PF/pv/BD  
4/24/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.10.17</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

**Initiator**

Department/Division	PUBLIC SAFETY	OEM/Homeland Security
Name/Title	WALTER KIERCE	DIRECTOR
Phone/email	201-547-5686	WKierce@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

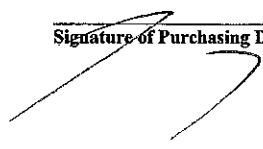
**Resolution Purpose**

This resolution will authorize the issuance of a contract to provide maintenance services related to the all network systems and peripherals related to the operations of the EOC, Mobile command/Mass Care Re Hab vehicle, UASI Homeland Security funded video surveillance cameras, JCPD River Ops and JCFD Fire CBRNE vessel on a 24/7 basis. This project is funded thru the FY-15 UASI grant program.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

4/27/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

4/27/17  
\_\_\_\_\_  
Date



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**124853**

**REQUISITION # 0178916**  
**BUYER RESOGSA**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE \_\_\_\_\_ VENDOR NO. \_\_\_\_\_  
**04/24/2017 MI368688**

**VENDOR INFORMATION**

**MILLENNIUM COMMUNICATIONS**  
**11 MELANIE LANE, UNIT 13**

**EAST HANOVER NJ 07936**

**DELIVER TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**

**JERSEY CITY NJ 07307**

**BILL TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
220.00	EA	YEARLY BLOCK HOUR CONTRACT  QUOTE DATED 4/21/17  GSA #GS-35F-0200R  SIN 70: INFO TECH EQUIPMENT, SOFTWARE & SERVICES  CAT 132 51: INFO TECH PROFESSIONAL SRVCS  RESO GSA _____, APPROVED _____	02-213-40-572-314	132.5900	29,169.80
<b>TAX EXEMPTION NO. 22-6002013</b>					<b>PO Total 29,169.80</b>

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

Requisition #

0178916

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Assigned PO #

**Vendor**  
MILLENNIUM COMMUNICATIONS  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936

**Dept. Bill To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE

JERSEY CITY

**Dept. Ship To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

MI368688

**Contact Info**  
dbaker  
000000201.

Quantity	UOM	Description	Account	Unit Price	Total
220.00	EA	YEARLY BLOCK HOUR CONTRACT  QUOTE DATED 4/21/17  GSA #GS-35F-0200R  SIN 70: INFO TECH EQUIPMENT, SOFTWARE & SERVICES  CAT 132 51: INFO TECH PROFESSIONAL SRVCS  RESO GSA_____, APPROVED_____	0221340572314060	132.59	29,169.80

**Requisition Total 29,169.80**

Req. Date: 04/21/2017

Requested By: DBAKER

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**



**MILLENNIUM**  
COMMUNICATIONS GROUP INC.

**Managed Services**  
Block Hour Contract

April 21st, 2017

W. Greg Kierce, Director  
City of Jersey City  
Office of Emergency Management & Homeland Security

*Re: Millennium Managed Services - Yearly Block Hour Contract*

Dear Director Kierce:

We present Jersey City Office of Emergency Management with a Millennium Managed Service Block Hour Contract. This contract will not exceed total amount of \$29,169.80

## PRICING

220 hours (yearly)* (GSA Rate \$132.59)	\$29,169.80 per year**
---	------------------------

- Millennium GSA Contract GSA# GS-35F-0220R (Network Integrator / \$132.59 / hour)

## FEATURES

- Access to client portal to keep track of ticket and time used
- Ability to open trouble tickets via Email, Phone, or Client Portal
- To be used for Moves, Adds, and Changes(MACs) and Break/Fix

### Service Level Agreement (SLA)

1. 4 Hour Remote Response during normal business hours; Minimum 1 hour at time of service
2. NBD On-site Response during normal business hours; Minimum 4 hours at time of service
3. Emergency / After Hour support will be deducted from block hour at 1.5x rate; Minimum 4 hours at time of service
4. Normal business hours: Monday - Friday, 8am - 5pm

*Minimum service period of twelve (12) months from acceptance.*

*\* Unused time will not be carried forward into the following month year. The overage billing rate is \$132.59 per hour.*

*\*\* To be invoiced up front at the acceptance of the service.*



**MILLENNIUM**  
COMMUNICATIONS GROUP INC.

**Managed Services**  
Block Hour Contract

**Standard Terms & Conditions**

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.


This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner will carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event


Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

	W. KIERCE	DIRECTOR	4/21/17
Signature	Print Name	Title	Date

Please fax to (973) 503- 0111.

15 APPROVED  




**MILLENNIUM**  
COMMUNICATIONS GROUP INC.

**Managed Services**  
Block Hour Contract

The following list of equipment / application is incorporated into your Millennium Managed Services agreement:

- Cisco LAN & WAN Switches
- Genetec Physical Security

**Customer Sites Covered:**

Jersey City Office of Emergency Management & Homeland Security 715 Summit Ave, Jersey City  
OEM HLS Mobile Covert Truck, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch,  
Seaview, Riverside Park, Jersey City Town Hall, Command Truck, Central Ave Switches, Marin  
Collection Point, Bayside Collection Point, and Emergency Phones & Equipment.

**Notes**

- *This Contract does not include union labor. If needed, prevailing wage, second shift, and holiday rates will apply.*
- *It is STRONGLY recommended that the Customer have proper extended support contract from manufacturer in case of product malfunction, and we have to escalate the issue.*

If you have any questions or require any further information please do not hesitate to contact me. I can be reached directly at (973)-929-2540 or via e-mail at britchie@millenniuminc.com. I look forward to a long-standing relationship with you and your organization.

Sincerely,

*Robert Ritchie*  
President



**GSA  
Federal  
Acquisition  
Service**

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## Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0220R	Socio-Economic :	Small business
Contractor:	MILLENNIUM COMMUNICATIONS GROUP INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	11 MELANIE LN UNIT 13 E EAST HANOVER, NJ 07936-1100		
Phone:	800-677-1919	Govt. Point of Contact:	
E-Mail:	kmclaughlin@millenniuminc.com	CECILIA LE	
Web Address:	http://www.millenniuminc.com	Phone: 703-605-2880	
DUNS:	932528250	E-Mail: cecilia.le@gsa.gov	
NAICS:	541519		

Contract Clauses/Exceptions:  
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0220R		Dec 20, 2019	132 12		
					132 51		
					132 8		





U.S. General Services Administration

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Millennium Communications Group, Inc. has been awarded under the cooperative purchasing program for Special Item Number 132-8, 132-12 and 132-51

**SIN 132-8 PURCHASE OF EQUIPMENT**

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

**SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE**

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 - Maintenance and Repair of Communication Equipment

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services

FPDS Code D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and ordering activities are advised that the Group 70 - Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

**MILLENNIUM COMMUNICATIONS GROUP, INC.**

11 Melanie Lane, Unit 13

East Hanover, NJ 07936-1100

Toll Free: 800.677.1919 Phone: 973.503.1313 Fax: 973.503.0111

Internet Address: [www.millenniuminc.com](http://www.millenniuminc.com)

**Contract Number: GS-35F-0220R**

**Period Covered by Contract: December 21, 2014 through December 20, 2019**

General Services Administration

Federal Supply Service

Pricelist current through Modification #28 dated September 27, 2016

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

1a. Table of awarded Special Item Numbers:

Contract	SIN	Description
GS-35F-0220R	132-8	Purchase of Equipment
GS-35F-0220R	132-12	Equipment Maintenance
GS-35F-0220R	132-51	IT Professional Services

1b. Lowest priced model:

SIN	Part Number	Pricing
132-8	See Attached Pricelist	See Attached Pricelist
132-12	See Attached Pricelist	See Attached Pricelist
132-51	See Attached Pricelist	See Attached Pricelist

1c. See Attached Pricelist

2. Maximum order: \$500,000

3. Minimum order: \$100

4. Geographic coverage (delivery area): The Geographic Scope of Contract will be domestic delivery only. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Point of production : Millennium Communications Group, Inc.  
11 Melanie Lane, Unit 13  
East Hanover, NJ 07936-1100

6. Discount from list prices or statement of net price: Prices listed are net, discounts have been deducted

7. Quantity discounts: None

8. Prompt payment terms: 0%, Net 30 Days

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items: Not Applicable

11a. Time of delivery:

132-8	30 Days ARO
132-12	As negotiated between Ordering Activity and Contrator
132-51	As negotiated between Ordering Activity and Contrator



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** April 24, 2017

**For Office Use Only:**

20170424121351734

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part - Vendor Information

Vendor Name:	Millennium Communications Group, Inc.		
Address:	11 Melanie Lane, Unit 13		
City:	East Hanover	State:	NJ
		Zip:	07936

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*Robert R. Rabin*

Robert Ritchie  
Printed Name

President  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Millennium Communications Group, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Millennium Communications Group, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**


The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signed  Title: President

Print Name Robert Ritchie Date: March 29, 2017

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
My Commission expires: \_\_\_\_\_

  
(Affiant)  
Robert Ritchie, President  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

## Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jermaine D. Robinson

## Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert Ritchie	20 Gilbert Place, West Orange, NJ 07052
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044
Kenneth McLaughlin	15 Woodland Avenue, Mountain Lakes, NJ 07046
I. Fletcher Creamer, Jr.	682 Laurel Lane, Wyckoff, NJ 07481
Glenn Creamer	175 Chestnut Ridge Road, Saddle River, NJ 07458
Dale Creamer	426 Airmont Avenue, Ramsey, NJ 07446

## Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signed: Robert Ritchie Title: President

Print Name: Robert Ritchie Date: March 29, 2017

Subscribed and sworn before me this 31 day of March, 2017

My Commission expires:

JULIE BASIL  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 4, 2021

Robert Ritchie  
(Affiant)

Robert Ritchie, President  
(Print name & title of affiant). (Corporate Seal)

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.


The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 29, 2017

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President

Representative's Signature: *Robert Ritchie*

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 29, 2017



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Millennium Communications Group, Inc.  
Address : 11 Melanie Lane, Unit 13, East Hanover, NJ 07936  
Telephone No. : (973) 503-1313  
Contact Name : Robert Ritchie, President

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No.: (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

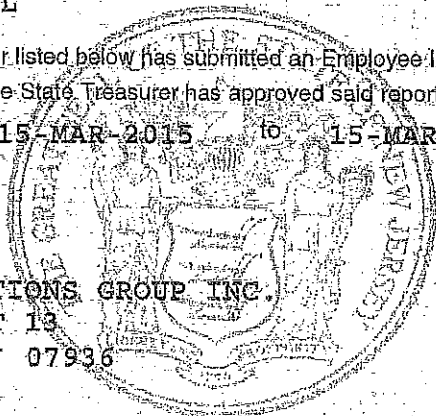
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2015 to 15-MAR-2022

MILLENNIUM COMMUNICATIONS GROUP INC.  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936



*[Signature]*

Andrew P. Sidamon-Eristoff  
State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-415

Agenda No. 10.Z.18

Approved: MAY 10 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. FOR COMMUNICATIONS WIRING SERVICES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, communications wiring services is needed to support HD video surveillance cameras at Garfield Avenue, Neptune Ave and Old Bergen road along with network expansion and integration into the city-wide CCTV location at Bishop Street and the Emergency Operations Center; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Millennium Communications Group Inc., 11 Melanie Lane, Unit 13, East Hanover, New Jersey is in possession of State Contract A88740, submitted a proposal in the amount of fifty thousand, seven hundred twenty dollars and thirty one cents (\$50,725.31) for communication wiring services; and

**WHEREAS**, funds are available for this contract in the Grant Account;

Account	P.O. #	State Contract	Total Contract
02-213-40-672-314	124941	A88740	\$50,725.31

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$50,725.31 is awarded to Millennium Communications Group Inc. for communication wiring services.
2. The term of the contract shall be one year, or complete upon the delivery of goods and services, whichever is earlier.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. FOR COMMUNICATIONS WIRING SERVICES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Grant Account:

Account	P.O. #	State Contract	Total Contract
02-213-40-672-314	124941	A88740	\$50,725.31

Approved by Peter Folgado, Director of Purchasing  
RPPO, QPA

5/1/17  
Date

PF/pv  
4/27/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Morahan  
for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr.  
President of Council

Robert Byrne  
City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. FOR COMMUNICATIONS WIRING SERVICES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT

**Initiator**

Department/Division	PUBLIC SAFETY	OEM
Name/Title	WALTER KIERCE	DIRECTOR
Phone/email	201-547-5686	WKierce@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting@4:00 p.m.)

**Resolution Purpose**

This resolution will authorize the award of a contract to Millennium Communications Group to install fiber optic cable on Garfield Avenue, Neptune Ave and Old Bergen road to support the instillation of 8 HD video surveillance cameras along with network expansion and integration into the city-wide CCTV location at Bishop Street and the Emergency Operations Center.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

4/27/17  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

5/1/17  
Date



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**124941**

**REQUISITION # 0178814**  
**BUYER STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE: 04/27/2017  
VENDOR NO: MI368688

**VENDOR INFORMATION**

**MILLENNIUM COMMUNICATIONS**  
**11 MELANIE LANE, UNIT 13**  
**EAST HANOVER NJ 07936**

**DELIVER TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**

**JERSEY CITY NJ 07307**

**BILL TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	SC CAMERA INSTALL  PLUS 8 HD FIXED CAMERAS, FIBER OPT NWORK EXPANSION & INTEGRATING INTO EXISTING CCTV SYSTEM  AT NEPTUNE & OCEAN OLD BERGEN & BARTHOLDI AVE  T-2989: COMMUNICATIONS WIRING SERVICES  SC A88740  SC RESO _____, APPROVED _____	02-213-40-672-314	50,725.3100	50,725.31

**TAX EXEMPTION NO. 22-6002013**

**PO Total 50,725.31**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE:

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

## Appendix

### Revised Contract Language for BRC Compliance

#### Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.



**CITY OF JERSEY CITY**394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307**Requisition****Assigned PO #****Requisition #****0178814****Vendor**  
MILLENNIUM COMMUNICATIONS  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936**Dept. Bill To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE

JERSEY CITY

**Dept. Ship To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

MI368688

**Contact Info**  
d. baker  
000000201.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	SC CAMERA INSTALL	0221340672314060	50,725.31	50,725.31

PLUS 8 HD FIXED CAMERAS, FIBER OPT NWORK  
EXPANSION & INTEGRATING INTO EXISTING CCTV  
SYSTEMAT NEPTUNE & OCEAN  
OLD BERGEN & BARTHOLDI AVE

T-2989: COMMUNICATIONS WIRING SERVICES

SC A88740

SC RESO\_\_\_\_\_, APPROVED\_\_\_\_\_

**Requisition Total 50,725.31**

Req. Date: 04/12/2017

Requested By: DBAKER

Buyer Id:

Approved By:\_\_\_\_\_

**This Is Not A Purchase Order**



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** April 27, 2017

**For Office Use Only:**

20170427144021829

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Millennium Communications Group, Inc.  
Address : 11 Melanie Lane, Unit 13, East Hanover, NJ 07936  
Telephone No. : (973) 503-1313  
Contact Name : Robert Ritchie, President

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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Telephone No.: (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

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**Definitions**

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**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 29, 2017

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President

Representative's Signature: *Robert Ritchie*

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

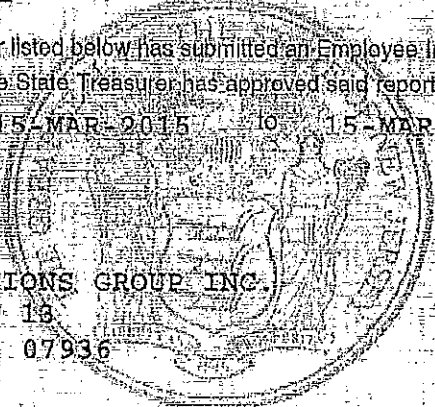
Date: March 29, 2017

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2015 to 15-MAR-2022

MILLENNIUM COMMUNICATIONS GROUP INC.  
11 MELANIE LANE, UNIT 18  
EAST HANOVER NJ 07936



A handwritten signature of Andrew P. Stdamon-Eristoff is written over a circular stamp that contains the New Jersey state seal.

Andrew P. Stdamon-Eristoff  
State Treasurer

## Patricia Vega

---

**From:** Keith Burkhard [kburkhard@millenniuminc.com]  
**Sent:** Thursday, April 20, 2017 12:37 PM  
**To:** Patricia Vega  
**Cc:** Gary Hartwig; Bob Ritchie; Keith Burkhard  
**Subject:** RE: contract question

Patricia,

SC. If you need anything else please let me know.

Thanks  
Keith

---

**From:** Patricia Vega [mailto:VegaP@icnj.org]  
**Sent:** Thursday, April 20, 2017 12:26 PM  
**To:** Keith Burkhard  
**Cc:** Gary Hartwig; Bob Ritchie  
**Subject:** RE: contract question

Sorry about that. Yes, please specify if OM or SC for each quote.

Thanks!

---

**From:** Keith Burkhard [mailto:kburkhard@millenniuminc.com]  
**Sent:** Thursday, April 20, 2017 12:22 PM  
**To:** Patricia Vega  
**Cc:** Gary Hartwig; Bob Ritchie; Keith Burkhard  
**Subject:** RE: contract question

Patricia,

Do you anything on this? I saw that you recalled it as well.

Thanks  
Keith

---

**From:** Patricia Vega [mailto:VegaP@icnj.org]  
**Sent:** Thursday, April 20, 2017 11:38 AM  
**To:** Keith Burkhard  
**Cc:** Gary Hartwig; Bob Ritchie  
**Subject:** contract question  
**Importance:** High

Good morning Gary,

Please specify if OM or SC for each quote.





State of New Jersey  
Department of the Treasury  
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

Search 

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award  
Term Contract(s)**

T-2989

**COMMUNICATIONS WIRING SERVICES**

Vendor Information
By Vendor
RFP Documents
Email to GREGORY BUDDIE

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (16 kb)
- Method of Operation Adobe PDF (69 kb)
- Price Lists Link
- Subcontractor List Adobe PDF (8 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (17 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By NumberNOAs By TitleSearch NOAs

<b>Index #:</b>	T-2989
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 03/20/15 TO: 03/19/20
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	23512
<b>Bid Open Date:</b>	07/22/14
<b>CID #:</b>	1042096
<b>Commodity Code:</b>	915-97
<b>Set-Aside:</b>	SMALL BUSINESS SUBCONTRACTING

<b>Vendor Name &amp; Address:</b>	GM DATA COMMUNICATIONS INC 10 VANDEWATER STREET FARMINGDALE, NY 11735-4015
<b>Contact Person:</b>	MICHAEL PORTOGHESE
<b>Contact Phone:</b>	516-302-0009
<b>Order Fax:</b>	866-524-6106
<b>Contract#:</b>	88736
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	JOHNSTON COMMUNICATION 322 BELLEVILLE TURNPIKE NORTH ARLINGTON, NJ 07031
<b>Contact Person:</b>	PHILIP G JOHNSTON
<b>Contact Phone:</b>	201-428-2025
<b>Order Fax:</b>	201-246-1414
<b>Contract#:</b>	88766
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	MILLENNIUM COMMUNICATIONS GRP 11 MELANIE LANE UNIT 13 EAST HANOVER, NJ 07936
<b>Contact Person:</b>	ROBERT RITCHIE
<b>Contact Phone:</b>	973-503-1313
<b>Order Fax:</b>	973-503-0111
<b>Contract#:</b>	88740
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	1% 10 NET 30
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	NETWORK CABLING INC NETQ MULTIMEDIA CO 919 ROUTE 33/UNIT 52 FREEHOLD, NJ 07728
<b>Contact Person:</b>	RICHARD TILLMAN
<b>Contact Phone:</b>	732-833-9300
<b>Order Fax:</b>	732-833-1300
<b>Contract#:</b>	88739
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO

COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ STATE CONTRACT T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.					
Vendor: GM DATA COMMUNICATIONS INC			Contract Number: 88736		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ STATE CONTRACT T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.	1.000	EACH	NET	N/A
Vendor: JOHNSTON COMMUNICATION			Contract Number: 88765		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-97-086910 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER)IAN C /CABLE PRICING DETERMINED BY NJ T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.	1.000	EACH	NET	N/A
Vendor: MILLENNIUM COMMUNICATIONS GRP			Contract Number: 88740		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-97-086910 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.	1.000	EACH	NET	N/A
Vendor: NETWORK CABLING INC NETQ MULTIMEDIA CO		Contract Number: 88739			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ STATE CONTRACT T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT. DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
Vendor: NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC		Contract Number: 88738			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-97-086910 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT	1.000	EACH	NET	N/A

Downloadable RFP Documents  
(Please utilize scroll bar on right side of box if necessary to  
view all documents)

Millennium Communications Group Inc.										NJSWC Project Estimator Jersey City Phase 2										Automatic 1 Year Warranty on equipment & workmanship										Job# TBD										Date: 4/12/2017										NJSWC Contract T2899 / 171778										Blanket Order										Individual Order																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			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☐ Partial  
☒ 100% Complete

NJSC  
 8/14

[Signature]

Open Market - NO  
\$21,252.75

**NDSWG Contact T29887T1778**  
☐ Individual Order  
☐ Blanket Order

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-416  
Agenda No. 10.Z.19  
Approved: MAY 10 2017  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. FOR COMMUNICATIONS WIRING SERVICES UNDER STATE CONTRACT FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, communications wiring services is needed to support HD video surveillance cameras at Bergen Avenue & Stegman Parkway, Audubon Park, Ocean Avenue & Claremont Avenue along with network expansion and integration into the city-wide CCTV location at Bishop Street and the Emergency Operations Center; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Millennium Communications Group Inc., 11 Melanie Lane, Unit 13, East Hanover, New Jersey is in possession of State Contract A88740, submitted a proposal in the amount of forty three thousand, five hundred ninety nine dollars and seventy six cents (\$43,599.76) for communication wiring services; and

**WHEREAS**, funds are available for this contract in the Capital Account;

Account	P.O. #	State Contract	Total Contract
04-215-55-132-990	124942	A88740	\$43,599.76

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$43,599.76 is awarded to Millennium Communications Group Inc. for communication wiring services.
2. The term of the contract shall be one year, or complete upon the delivery of goods and services, whichever is earlier.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. FOR COMMUNICATIONS WIRING SERVICES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

**WHEREAS**, funds are available for this contract in the **Capital Account**:

Account	P.O. #	State Contract	Total Contract
04-215-55-132-990	124942	A88740	\$43,599.76

Approved by \_\_\_\_\_

Peter Folgado, Director of Purchasing  
RPPO, QPA

Date

5/11/17

PF/pv  
4/27/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. FOR COMMUNICATIONS WIRING SERVICES UNDER STATE CONTRACT FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER

**Initiator**

Department/Division	PUBLIC SAFETY	POLICE/COMMUNICATIONS CENTER
Name/Title		
Phone/email		

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

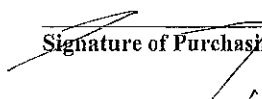
**Resolution Purpose**

Communications wiring services is needed to support HD video surveillance cameras at Bergen Avenue & Stegman Parkway, Audubon Park, Ocean Avenue & Claremont Avenue along with network expansion and integration into the city-wide CCTV location at Bishop Street and the Emergency Operations Center.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

4/24/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

5/1/17  
\_\_\_\_\_  
Date



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**124942**

**REQUISITION # 0178856**  
**BUYER STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE	VENDOR NO
04/27/2017	MI368688

**VENDOR INFORMATION**

**MILLENNIUM COMMUNICATIONS**  
**11 MELANIE LANE, UNIT 13**  
**EAST HANOVER NJ 07936**

**DELIVER TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**

**JERSEY CITY NJ 07304**  
**BILL TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**JERSEY CITY NJ 07304**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	SC CAMERA INSTALL BERGEN & STEGMAN, AUDUBON PARK OCEAN AVE & CLAREMONT  T-2989: COMMUNICATIONS WIRING SERVICES  SC A88740  SC RESO _____, APPROVED _____	04-215-55-132-990	43,599.7600	43,599.76

**TAX EXEMPTION NO. 22-6002013**

**PO Total 43,599.76**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

Requisition #

0178856

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Assigned PO #

**Vendor**  
MILLENNIUM COMMUNICATIONS  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936

**Dept. Bill To**  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET

JERSEY CITY

**Dept. Ship To**  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

MI368688

**Contact Info**  
Robert Baker, Sr  
000000000.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	SC CAMERA INSTALL	0421555132990	43,599.76	43,599.76

BERGEN & STEGMAN, AUDUBON PARK  
OCEAN AVE & CLAREMONT

T-2989: COMMUNICATIONS WIRING SERVICES

SC A88740

SC RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

**Requisition Total 43,599.76**

Req. Date: 04/18/2017

Requested By: RBAKER

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** April 27, 2017

**For Office Use Only:**

20170427144021829

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Millennium Communications Group, Inc.  
Address : 11 Melanie Lane, Unit 13, East Hanover, NJ 07936  
Telephone No. : (973) 503-1313  
Contact Name : Robert Ritchie, President

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**  
**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

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Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No. : (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

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**African American:** a person having origins in any of the black racial groups of Africa

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**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

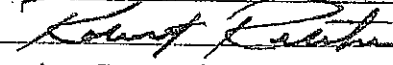
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 29, 2017

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 8121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President

Representative's Signature: *Robert Ritchie*

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 29, 2017



# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2015 to 15-MAR-2022

MILLENNIUM COMMUNICATIONS GROUP INC.  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff", is written over a horizontal line.

Andrew P. Sidamon-Eristoff  
State Treasurer

**Patricia Vega**

---

**From:** Keith Burkhard [kburkhard@millenniuminc.com]  
**Sent:** Thursday, April 20, 2017 12:37 PM  
**To:** Patricia Vega  
**Cc:** Gary Hartwig; Bob Ritchie; Keith Burkhard  
**Subject:** RE: contract question

Patricia,

SC. If you need anything else please let me know.

Thanks  
Keith

---

**From:** Patricia Vega [mailto:VegaP@icnj.org]  
**Sent:** Thursday, April 20, 2017 12:26 PM  
**To:** Keith Burkhard  
**Cc:** Gary Hartwig; Bob Ritchie  
**Subject:** RE: contract question

Sorry about that. Yes, please specify if OM or SC for each quote.

Thanks!

---

**From:** Keith Burkhard [mailto:kburkhard@millenniuminc.com]  
**Sent:** Thursday, April 20, 2017 12:22 PM  
**To:** Patricia Vega  
**Cc:** Gary Hartwig; Bob Ritchie; Keith Burkhard  
**Subject:** RE: contract question

Patricia,

Do you anything on this? I saw that you recalled it as well.

Thanks  
Keith

---

**From:** Patricia Vega [mailto:VegaP@icnj.org]  
**Sent:** Thursday, April 20, 2017 11:38 AM  
**To:** Keith Burkhard  
**Cc:** Gary Hartwig; Bob Ritchie  
**Subject:** contract question  
**Importance:** High

Good morning Gary,

Please specify if OM or SC for each quote.



State of New Jersey  
Department of the Treasury  
— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno  
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NJ Home | Services A to Z | Departments/Agencies | FAQs

### TERM CONTRACT SEARCH BY TNUMBER

[Click here to search more Term Contracts](#)

T-Number	Title	Vendor	Contract #
T2989 15-x- 23512	COMMUNICATIONS WIRING SERVICES	MILLENNIUM COMMUNICATIONS GRP	88740
TOP			



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Public Records Act

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Department of the Treasury  
— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award  
Term Contract(s)**

T-2989

## COMMUNICATIONS WIRING SERVICES

Vendor Information
By Vendor
RFP Documents
Email to GREGORY BUDDIE

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [State Contract Manager Adobe PDF \(16 kb\)](#)
- [Method of Operation Adobe PDF \(69 kb\)](#)
- [Price Lists Link](#)
- [Subcontractor List Adobe PDF \(8 kb\)](#)
- [Amendment #1 - Vendor Information Change Adobe PDF \(17 kb\)](#)

The [Download All Documents](#) hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By NumberNOAs By TitleSearch NOAs

<b>Index #:</b>	T-2989
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 03/20/15 TO: 03/19/20
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	23512
<b>Bid Open Date:</b>	07/22/14
<b>CID #:</b>	1042096
<b>Commodity Code:</b>	915-97
<b>Set-Aside:</b>	SMALL BUSINESS SUBCONTRACTING

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(S), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order Issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator:

PO-Box-230

Trenton, NJ 08625

(609) 984-7047

In the event of an emergency, contact the following in the order listed:

GREGORY BUDDIE	PROCUREMENT SPECIALIST	609-984-6237
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	<b>PUB DATE:</b>	<b>03/10/17</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	AT&T CORP 1 AT&T WAY RM 4A252A BEDMINSTER, NJ 07921
<b>Contact Person:</b>	THOMAS J HANDABAKA
<b>Contact Phone:</b>	908-234-3475
<b>Order Fax:</b>	908-234-3475
<b>Contract#:</b>	88735
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	EXTEL COMMUNICATIONS INC 830 BELMONT AVE NORTH HALEDON, NJ 07508
<b>Contact Person:</b>	THOMAS M RICKE
<b>Contact Phone:</b>	973-427-3900
<b>Order Fax:</b>	973-427-3900
<b>Contract#:</b>	88737
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	2% 9 NET 10
<b>Delivery:</b>	10 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

<b>Vendor Name &amp; Address:</b>	GM DATA COMMUNICATIONS INC 10 VANDEWATER STREET FARMINGDALE, NY 11735-4015
<b>Contact Person:</b>	MICHAEL PORTOGHESE
<b>Contact Phone:</b>	516-302-0009
<b>Order Fax:</b>	866-524-6106
<b>Contract#:</b>	88736
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	JOHNSTON COMMUNICATION 322 BELLEVILLE TURNPIKE NORTH ARLINGTON, NJ 07031
<b>Contact Person:</b>	PHILIP G JOHNSTON
<b>Contact Phone:</b>	201-428-2025
<b>Order Fax:</b>	201-246-1414
<b>Contract#:</b>	88766
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	MILLENNIUM COMMUNICATIONS GRP 11 MELANIE LANE UNIT 13 EAST HANOVER, NJ 07936
<b>Contact Person:</b>	ROBERT RITCHIE
<b>Contact Phone:</b>	973-503-1313
<b>Order Fax:</b>	973-503-0111
<b>Contract#:</b>	88740
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	1% 10 NET 30
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	NETWORK CABLING INC NETQ MULTIMEDIA CO 919 ROUTE 33/UNIT 52 FREEHOLD, NJ 07728
<b>Contact Person:</b>	RICHARD TILLMAN
<b>Contact Phone:</b>	732-833-9300
<b>Order Fax:</b>	732-833-1300
<b>Contract#:</b>	88739
<b>Expiration Date:</b>	03/19/20
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO

	COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ STATE CONTRACT T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.				
<b>Vendor:</b> GM DATA COMMUNICATIONS INC		<b>Contract Number:</b> 88736			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ STATE CONTRACT T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.	1.000	EACH	NET	N/A
<b>Vendor:</b> JOHNSTON COMMUNICATION		<b>Contract Number:</b> 88766			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 915-97-086910 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER)IAN C /CABLE PRICING DETERMINED BY NJ T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.	1.000	EACH	NET	N/A
<b>Vendor:</b> MILLENNIUM COMMUNICATIONS GRP		<b>Contract Number:</b> 88740			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-97-086910 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.	1.000	EACH	NET	N/A
Vendor: NETWORK CABLING INC NETQ MULTIMEDIA CO		Contract Number: 88739			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ STATE CONTRACT T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT. DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
Vendor: NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC		Contract Number: 88738			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-97-086859 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-97-086910 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT	1.000	EACH	NET	N/A

Downloadable RFP Documents  
(Please utilize scroll bar on right side of box if necessary to view all documents)



Sc

☐ Individual Order  
☐ Blanket Order

☐ Individual Order  
☐ Blanket Order

Date: 4/12/2017

[illegible]



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 17-417

Agenda No. 10-Z-20

Approved: MAY 10 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY TO PROVIDE ELECTRICAL SUPPLIES AND MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS & STREET MAINTENANCE.**

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### **COUNCIL**

**offered and moved adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on April 18, 2017 to provide Electrical Supplies and Materials for the Department of Public Works/Division of Buildings & Street Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for One Hundred Twelve (112) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, City Electric Supply submitted the low bid in the amount of \$39,072.55; and

**WHEREAS**, the sum of **Thirty Nine Thousand, Seventy Two(\$39,072.55) Dollars and Fifty Five cents**, will be budgeted for in the 2017 budget; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by City Electric Supply to be fair and reasonable; and

**WHEREAS**, the sum of Five Thousand \$5,000.00 is available in Operating Account No. 01-201-26-291-211;

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with City Electric Supply for the Department of Public Works/Division of Buildings & Street Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for One Hundred Twelve (112) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY TO PROVIDE ELECTRICAL SUPPLIES AND MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS & STREET MAINTENANCE.**

6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 Calendar Year permanent budget.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

**Department of Public Works/Division of Park Maintenance**

<b>Acct #</b>	<b>P.O #</b>		<b>Amount</b>
01-201-26-291-211	124943	<b>Temp. Encumb.</b>	\$5,000.00
		<b>TOTAL CONTRACT</b>	\$39,072.55

Approved by Raquel Londo RPPS  
for Peter Folgado, Director of Purchasing

PF/pc  
4/27/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

## RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN END CONTRACT TO CITY ELECTRIC SUPPLY TO PROVIDE ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE.**

### Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432	dcarlucci@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Contract Purpose

- ↓ To provide electrical supplies.
- ↓ Such as various connectors, breakers, wires, plastic anchor boxes, covers, wire nuts, rubber tape, etc.
- ↓ City Electric is a local vendor.
- ↓ DPW spent about \$33,000.00 in 2016.

### Cost (Identify all sources and amounts)

17-01-201-26-291-211 (Buildings Operating)  
Contract amount =\$39,072.55  
Temporary Encumbrance =\$5,000.00

### Contract term (include all proposed renewals)

Contract is for one year from the date of Council approval. The City reserves the right to renew for two additional one year terms.

Type of award **PUBLIC BID**

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

4/25/17

Signature of Purchasing Director

Date

4/27/17

# RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0178579

PO # 124943

DEPT/DIV: DPW/Buildings & St. Maint.

SUBJ: Electrical Supplies

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

## BIDS

	Good & Services	Construction	RFP'S	RFQ'S	Resolution
Proposal Page/Amounts	X				X
EEO/AA Compliance	X				
BRC/Validation	X				
Certification Regarding Suspension/Debarment	X				
Legislative Fact Sheet/ Determination of Value	X				

Notes:

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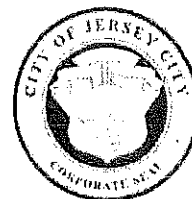


STEVEN M. FULOP  
Mayor of Jersey City

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305

P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

**Date:** April 24, 2017  
**To:** Peter Folgado, Purchasing Director  
**From:** Patrick G. Stamato, DPW Director  
**Subject :** Recommendation Letter ( Electrical Supplies)

Please be advised, after a careful and thorough review of bids received for electrical supplies, I recommend that the contract be awarded to the vendor listed below:

***CITY ELECTRIC SUPPLY  
619 GRAND STREET  
JERSEY CITY, NJ 07304***

<u>VENDOR NAME</u>	<u>REQUISITION #</u>	<u>ACCOUNT #</u>	<u>CONTRACT AMOUNT</u>	<u>TEMPORARY ENCUMBRANCY</u>
City Electric Supply	0178579	01-201-26-291-211	\$39,072.55	\$5,000.00

Please proceed and utilize the following requisitions listed above. Kindly draft the awarding resolution for the May 10<sup>th</sup>, 2017 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Thanks and have a great day!!!!!!!

PS/sb

Patrick Stamato, Director

C: Raquel Tosado, Contracts Manager  
Hector Ortiz, Asst. DPW Director  
Douglas Carlucci, Director of Buildings Maintenance  
Steve Miller, Confidential Asst.  
Eileen McCabe, Sr. Adm Analyst  
Zakia Gregory, Asst. Spvr Accounts  
Paola Campbell, Purchasing Assistant



STEVEN M. FULOP  
Mayor of Jersey City

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

**Date:** April 25, 2017  
**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council  
**From:** Silendra Baijnauth, Fiscal Officer  
**Subject :** 2017 Budget Memo (Contract Award – Electrical Supplies)

There exists a need for electrical supplies. This was a public bid.

The total of this contract will not exceed \$39,072.55. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. Therefore, DPW recommends awarding this contract to City Electric. The funds are available for this expenditure in Buildings Maintenance Operating Account No. 17-01-201-26-291-211.

**CONTRACT FUNDING (2017)**

- ❖ Expenditure is drawn down from Buildings operating account, 01-201-26-291-211.
- ❖ Contract is utilizing object # 211.
- ❖ Line object 211 is budgeted for \$498,000.00 in CY 2017 budget request (various contracts).
- ❖ As of today (04/25/17), \$52,250.44 is encumbered and \$103,757.70 expended in object 211.
- ❖ Temporary budget amount for 211 is \$162,980.00, ending balance is \$6,971.86.
- ❖ DPW spent about \$33,000.00 in 2016 for various electrical supplies.

Thank you for your cooperation.



CITY ELECTRIC SUPPLY  
619 GRAND STREET  
JERSEY CITY, NJ 07304

**BID PROPOSAL/ DOCUMENTS**  
**ELECTRICAL SUPPLIES & MATERIAL**  
**DPW/ DIVISION OF BUILDINGS & STREET MAINTENANCE**

This contract will be awarded as an open- end contract. The minimum and the maximum quantities for each item or as stated below.

**\*\*\*Vendor must bid on the maximum number in column B**

ITEM	***QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT	
A	B	C	D	(D X B)	MANUFACTURER
1.	0-60 ea.	20 Amp G.F.I. Receptacles, Ivory, part # Leviton 6898HGI or approved equal	17.44	1046.40	PASS & SEYMOUR
2.	0-40 ea.	Honeywell Thermostats, Parts # T87 or approved equal	24.00	960.00	Honeywell
3.	0-150 ea.	Pairs of Madison Holders or approved equal	.18	27.00	Mulberry
4.	0-10 ea.	½ inch E.M.T. bender, Greenlee, part # 840 or approved equal	33.00	330.00	Klein Tools
5.	0-10 ea.	½ inch E.M.T. bender, Greenlee, part # 841 or approved equal	40.00	400.00	Klein Tools
6.	0-200 ea.	Ty Raps, 15 inch long, ideal, part # 15650 or approved equal	.03	6.00	AMERICAN Cable Ties
7.	0-40 ea.	½ inch Sealite Straight Connectors or approved equal	.72	28.80	A & G MANUF.
8.	0-40 ea.	½ inch Sealite Angle Connectors or approved equal	1.65	66.00	A & G MANUF.
9.	0-40 ea.	¾ inch Sealite Straight Connectors or approved equal	1.09	43.60	A & G MANUF.
10.	0-40 ea.	¾ inch Sealite Angle Connectors or approved equal	2.19	87.60	LEE Electric
11.	0-25 ea.	Tri-tap Bell Transformers	10.70	267.50	
12.	0-10 ea.	Silicon Control Rectifiers for door openers	15.75	157.50	ST MICRO ELECT.
13.	0-250 ea.	Compression Connectors Low Volt Chiclets	.07	17.50	STERN Products
14.	0-3,000 ft.	14 x 2 BX Wire	.32	960.00	SOUTH WIRE
15.	0-4,500 ft.	12 x 2 BX Wire	.325	1462.50	SOUTH WIRE

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT	
16.	0-30 ea.	7/8 inch Hole Saws	3.50	105.00	MAG-BIT
17.	0-4,000 ft.	12 x 3 BX Wire	.55	2200.00	South Wire
18.	0-2,000 ft.	Plastic Anchor Boxes	.03	60.00	Global Ind.
19.	0-30 ea.	1/4 inch Carbide Bits for Roto Hammers	2.50	75.00	MAG-BIT
20.	0-400 ea.	Lead Shields for #12 Sheet Metal Screws, (Star)	.20	80.00	MUTUAL SCREW
21.	0-50 ea.	Emergency Lite Packs, Battery Pack Op.	12.00	600.00	LITHONIA LIG
22.	0-50 ea.	Exit Signs Packs, Battery Pack Op.	12.00	600.00	LITHONIA LIG
23.	0-50 ea.	Combination Exit & Emergency Light Packs, Battery Pack Op.	29.00	1450.00	LITHONIA LIG
24.	0-300 ea.	Duplex Receptacle Plates, Ivory	.19	57.00	PASS ; SEYMOUR
25.	0-200 ea.	Single Pole Switch Plates, Ivory	.19	38.00	PASS ; SEYMOUR
26.	0-40 ea.	Two Gang Duplex Receptacle Plates, Ivory	.39	15.60	PASS ; SEYMOUR
27.	0-20 ea.	Two Gang Switch Plates, Ivory	.39	7.80	PASS ; SEYMOUR
28.	0-75 ea.	3-Wire Cord Caps	3.00	225.00	PASS ; SEYMOUR
29.	0-75 ea.	3-Wire Cord Bodies	3.85	288.75	PASS ; SEYMOUR
30.	0-75 ea.	4inch Rd Boxes	.55	41.25	AMMO INT
31.	0-20 ea.	Single Pole ST Time Clocks	40.00	800.00	INTERMATIC
32.	0-20 ea.	Single Pole ST 7 Day Time Clocks	76.00	1520.00	INTERMATIC
33.	0-100 ea.	4 inch Square Boxes, 1/4 X 1/4 KO's	.44	44.00	AMMO
34.	0-50 ea.	4 inch Square Deep Boxes, 1/4 X 1/4	.59	29.50	AMMO
35.	0-50 ea.	4inch Square Extension Collars	.80	40.00	AMMO
36.	0-20 ea.	4 11/16inch Boxes	1.04	20.80	AMMO
37.	0-400 ea.	4inch Square Blank Covers	.21	84.00	A ; G MANUF.
38.	0-70 ea.	4inch Square Duplex Receptacles Covers	.61	42.70	A ; G MANUF
39.	0-70 ea.	4inch Square Double Duplex Covers	.61	42.70	A ; G MANUF
40.	0-70 ea.	Gem Boxes Rough In	.94	65.80	A ; G MANUF
41.	0-70 ea.	Single Pole Switch Covers	.21	14.70	PASS ; SEYMOUR

CITY ELECTRIC SUPPLY  
619 GRAND STREET  
JERSEY CITY, NJ 07304

**CITY ELECTRIC SUPPLY**  
**619 GRAND STREET**  
**JERSEY CITY, NJ 07304**

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
42.	0-30 ea.	Two Gang Switch Covers	.43	12.90
43.	0-300 ea.	2 X 4 Recessed Lighting	35.00	10,500.00
44.	0-40 ea.	Two-Lite 96 Strips	28.00	1120.00
45.	0-55 ea.	Two Lite 4inch Fluorescent Light Fixtures	28.00	1540.00
46.	0-150 ea.	Two Lite #96 Ballasts, (Universal #806 or approved equal)	14.50	2175.00
47.	0-150 ea.	Two Lite #48 Ballasts, (Universal #446 or approved equal)	8.64	1296.00
48.	0-1,000 ft	1/2inch E.M.T. Conduit	.195	195.00
49.	0-400ft.	1/2inch E.M.T. Conduit	.32	128.00
50.	0-200ft.	1inch E.M.T. Conduit	.55	110.00
51.	0-150 ea.	Single Pole 20 Amp G.E. Circuit Breakers, or approved equal	3.28	492.00
52.	0-60 ea.	Single Pole 15 Amp G.E. Circuit Breakers, or approved equal	3.28	196.80
53.	0-60 ea.	Two Pole 15 Amp G.E. Circuit Breakers, or approved equal	7.40	444.00
54.	0-60 ea.	Two Pole 20 Amp G.E. Circuit Breakers, or approved equal	7.40	444.00
55.	0-60 ea.	Two Pole 30 Amp G.E. Circuit Breakers, or approved equal	7.40	444.00
56.	0-30 ea.	1/2inch L.B. Covers & Gaskets	2.35	70.50
57.	0-300 ea.	Duplex Receptacles or approved equal	.39	117.00
58.	0-200 ea.	Single Pole Switches or approved equal	.41	82.00
59.	0-30 ea.	Three Way Switches, Leviton or Approved equal	.93	27.90
60.	0-50 ea.	Leviton # CR-20-1 Electrical receptacles, or approved equal	.95	47.50
61.	0-20 ea.	#30-541 Ideal Wirenuts, 100 per bx	4.00	80.00
62.	0-40 ea.	#30-642 Ideal Wirenuts, 100 per bx	5.00	200.00
63.	0-10 bxs.	#30-253 Wirenuts, 100 per bx	6.00	60.00

64.	0-20 bxs.	#30-192 Wirenuts, 100 per box	8.00	160.00
65.	0-20 bxs.	#31-052 Wirenuts, 100 per box	9.00	180.00
66.	0-200 ea.	Scotch Lok Blues Wirenuts	.13	26.00
67.	0-50 ea.	Rolls of #33 Scotch Plastic Tape	3.25	162.50
68.	0-20 ea.	Rolls of White #35 Scotch Plastic Masking Tape, or approved equal	3.35	67.00
69.	0-20 ea.	Rolls of Red Scotch Plastic, Masking Tape, or approved equal	.53	10.60

PASS & SEYMOUR  
 LITHONIA  
 KBLTG  
 KBLTG  
 Keystone Tech  
 Keystone Tech  
 Western Tube  
 Western Tube  
 Western Tube  
 Siemens  
 Siemens  
 Siemens  
 Siemens  
 Siemens  
 A & G MANUF.  
 PASS & SEYMOUR  
 PASS & SEYMOUR  
 PASS & SEYMOUR  
 PASS & SEYMOUR  
 GARDNER Bender  
 GARDNER Bender  
 GARDNER Bender

GARDNER Bender  
 GARDNER Bender  
 3M  
 3M  
 3M  
 3M

CITY ELECTRIC SUPPLY  
619 GRAND STREET  
JERSEY CITY, NJ 07304

City of Jersey City

70.	0-20 ea.	Rolls of Green Scotch Plastic Masking Tape, or approved equal	10.60	53	
71.	0-10 ea.	Rolls of #23 Rubber Tape	3.50	35.00	3H
72.	0-250 ft.	#500 Wiremold	.80	200.00	wire mold
73.	0-50 ea.	#5747 Boxes	4.30	215.00	wire mold
74.	0-30 ea.	#5785 Boxes	2.50	75.00	wire mold
75.	0-20 ea.	#5786 Boxes	3.25	145.00	wire mold
76.	0-20 ea.	#5790 - B Boxes	2.30	46.00	wire mold
77.	0-20 ea.	#5781 Boxes	2.22	44.40	wire mold
78.	0-20 ea.	#5751 Boxes	4.71	94.20	wire mold
79.	0-20 ea.	#5748 Boxes	3.25	105.00	wire mold
80.	0-20 ea.	#5747-2 Boxes	8.30	166.00	wire mold
81.	0-20 ea.	#5737-A Boxes	7.46	144.20	wire mold
82.	0-20 ea.	#5738-A Boxes	7.75	155.00	wire mold
83.	0-2 ea.	Greenlee #00113	6.50	13.00	MAG BIT
84.	0-12 ea.	Greenlee #00115	5.00	60.00	MAG BIT
85.	0-6 ea.	Greenlee #38504	8.00	48.00	MAG BIT
86.	0-6 ea.	Greenlee #39873 Pilot Bits	1.00	6.00	MAG BIT
87.	0-12 ea.	Greenlee #18-5/8	13.56	162.72	MAG BIT
88.	0-12 ea.	Greenlee #18-3/4	14.89	178.68	MAG BIT
89.	0-12 ea.	Greenlee #18-7/8	17.32	207.84	MAG BIT
90.	0-2 ea.	Greenlee #149-G-1	5.25	10.50	MAG BIT
91.	0-2 ea.	Greenlee #149G-3/4	4.50	9.00	MAG BIT
92.	0-2 ea.	Greenlee #149-G-3	35.00	70.00	MAG BIT
93.	0-200 ea.	1/2 inch X 3 inch Toggle Bolts	.09	18.00	Actual screw
94.	0-6 ea.	1/2 inch Arbors for Hole Saws	4.25	25.50	MAG BIT
95.	0-6 ea.	7/8 inch X 6 inch Nailclippers	14.00	84.00	MAG BIT
96.	0-40 ea.	#517 Internal Elbows	1.30	52.00	wire mold
97.	0-20 ea.	#518 Internal Elbows	1.25	25.00	wire mold
98.	0-50 ea.	V504, 2 Hole Wiremold Straps	.20	10.00	wire mold
99.	0-100 ea.	#5703, Wiremold Straps	.30	30.00	wire mold
100.	0-50 ea.	#511 Flat Elbows	1.15	57.50	wire mold
101.	0-1,000 ft.	#10, Black THWN Wire	134.54	134.54	500 ft wire
102.	0-2,000 ft.	#10, Red, THWN Wire	134.54	269.08	500 ft wire
103.	0-2,000 ft.	#10, Blue, THWN Wire	134.54	269.08	500 ft wire
104.	0-2,000 ft.	#10, White, THWN Wire	134.54	269.08	500 ft wire
105.	0-2,000 ft.	#10, Green THWN Wire	134.54	269.08	500 ft wire
106.	0-250 ft.	#8, Green, THWN Wire	.210	54.00	500 ft wire
107.	0-250 ft.	#6 Green, THWN Wire	.333	83.25	500 ft wire
108.	0-250 ft.	#6 Black, THWN Wire	.333	83.25	500 ft wire
109.	0-250 ft.	#6 Red, THWN Wire	.333	83.25	500 ft wire
110.	0-250 ft.	#6 Blue, THWN Wire	.333	83.25	500 ft wire

111.	0-450 ft.	#6 White, THWN Wire	.733	149.85
112.	0-100 ea.	4inch Round Plates, (Blank)	.20	20.00

South wire  
A: 6 inch WUP.

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

#### GRAND TOTAL PRICE ITEMS 1 THROUGH 112

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 112. The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

Thirty Nine Thousand, Seventy Five 39,072.55  
(In Writing) Two Dollars and (In Figures)  
Fifty Five Cents.

The contract will be awarded based on the grand total amount for Items 1 through 112. If the grand total price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

CITY ELECTRIC SUPPLY  
619 GRAND STREET  
JERSEY CITY, NJ 07304

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Isabella Cirilli Member

Representative's Signature: [Signature]

Name of Company: City Electric Supply

Tel. No.: 201-216-0015 Date: 04-13-17

Certification 42479

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the information provided by the employer is true and correct for the purpose of the information report.  
N.J.A.C. 17-27.11 at certification 42479 is hereby acknowledged. The information is true and correct for the period of 15/09/2022 to 15/09/2022.



CITY ELECTRICAL SUPPLY INC.  
374 STEPHENSON  
JERSEY CITY, NJ 07310

ADMINISTRATIVE

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Town of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Isabella Cicilli member  
 Representative's Signature: [Signature]  
 Name of Company: City Electric Supply  
 Tel. No.: 201 216 0015 Date: 4-18-17



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid/proposal.

Business Name : City Electric Supply LLC  
Address : 619 Grand St Jersey City NJ 07304  
Telephone No. : 201-216-0015  
Contact Name : Isabella Ciilli

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☒ Woman Owned business (WBE)      ☐ Neither

**Definitions:  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name:

City Electric Supply, LLC

Address:

619 GRAND ST JERSEY CITY NJ 07304

Telephone No.:

201-216-0015

Contact Name:

Isabella Cirilli

Please check applicable category:

☐ Minority Owned Business (MBE)☐ Minority & Woman Owned  
Business (MWBE)☒ Woman Owned business (WBE)☐ Neither**Definitions****Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

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**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



**State of New Jersey**

**CHRIS CHRISTIE**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
33 WEST STATE STREET, 5TH FLOOR  
P.O. BOX 026  
TRENTON, NEW JERSEY 08625-026  
PHONE: 609-292-2146 FAX: 609-984-6679

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

**KIM GUADAGNO**  
*Lt. Governor*

**CERTIFIED**

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CITY ELECTRIC SUPPLY LLC** is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



*Peter Lowicki*

Peter Lowicki  
Deputy Director

Issued: August 31 2015  
Certificate Number: 67120-15

Expiration: August 30, 2018



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CITY ELECTRIC SUPPLY LLC

**Trade Name:**

**Address:** 619 GRAND ST.  
JERSEY CITY, NJ 07304

**Certificate Number:** 1106451

**Effective Date:** November 15, 2004

**Date of Issuance:** April 17, 2017

**For Office Use Only:**

20170417102506789



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1106451 FOR CITY ELECTRIC SUPPLY LLC IS VALID.

VERIFIED  
PG

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-418  
Agenda No. 10.Z.21  
Approved: MAY 10 2017  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS COMPANY FOR THE MAINTENANCE SERVICE OF THE AUTOMATIC TEMPERATURE AND DIGITAL CONTROLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited one quote for the maintenance service of the automatic temperature and direct digital controls for the Municipal Services Complex; and

**WHEREAS**, Jersey State Controls Company, 1105 Industrial Parkway, Brick, New Jersey 08724 submitted a quote in the amount of thirty two thousand, four hundred fifty dollars (\$32,450.00); and

**WHEREAS**, the Purchasing Agent certifies that it is impracticable to solicit any other quotes for maintenance services because the temperature system is proprietary in that the system utilizes a unique programming language and brand specific functionality that is unlike any other manufacturer; and

**WHEREAS**, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Division of Buildings and Street Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in the **Operating Account**;

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>	<u>Tem Encumbrance</u>
01-201-26-291-310	124868	\$32,450.00	\$10,000.00

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS COMPANY FOR THE MAINTENANCE SERVICE OF THE AUTOMATIC TEMPERATURE AND DIGITAL CONTROLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE**

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$32,450.00 for the service maintenance of the temperature control system is awarded to Jersey State Controls Company.
2. The term of the contract shall be effective May 10, 2017 through May 9, 2018.
3. Upon certification by an official or employee of the City authorized to receive the services pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 permanent budget and in the subsequent fiscal year budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$10,000.00 are available in the Operating Account.

Account	PO #	Total Contract	Tem Encumbrance
01-201-26-291-310	124868	\$32,450.00	\$10,000.00

Approved: Peter Folgado, Director of Purchasing,  
QPA, RPPO

Date 4/27/17

APPROVED BY: pv/BD  
4/24/17

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan  
for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-10-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS COMPANY FOR MAINTENANCE SERVICE OF THE AUTOMATIC TEMPERATURE AND DIGITAL CONTROLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE.

**Project Manager**

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432	dcarlucci@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ✦ To provide monthly automatic temperature and direct control services for the Municipal Services Complex.
- ✦ To regulate the temperature in the building.
- ✦ Vendor will handle all controls for HVAC systems such as field devices, controllers and network elements.
- ✦ Vendor has proprietary rights to software and language (see attached letter).
- ✦ DPW spent about \$32,000.00 in 2016.

**Cost (Identify all sources and amounts)**

17-01-201-26-291-310 (Buildings Operating)  
Contract amount =\$32,450.00  
Temporary Encumbrance =\$10,000.00

**Contract term (include all proposed renewals)**

Contract duration is from 05/11/17 to 05/10/18.

Type of award **NON FAIR AND OPEN**

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

4/25/17

Signature of Purchasing Director

Date

4/27/17





**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**124868**

**REQUISITION # 0178747**  
**BUYER P2PRESO**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE	VENDOR NO.
04/25/2017	JE296805SB

**VENDOR INFORMATION**

**JERSEY STATE CONTROLS**  
**1105 INDUSTRIAL PARKWAY**  
  
**BRICK NJ 08724**

**DELIVER TO**  
**BUILDING & STREET MAINTENANCE**  
**13-15 LINDEN AVENUE EAST**

**JERSEY CITY NJ 07305**

**BILL TO**  
**BUILDING & STREET MAINTENANCE**  
**13-15 LINDEN AVENUE EAST**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	ENC	ENCUMBRANCY FOR: AUTOMATIC TEMPERATURE & DIRECT DIGITAL CONTROL SERVICES  FOR: MUNICIPAL SERVICES COMPLEX  VENDOR HANDLES ALL CONTROLS FOR HVAC SYST  CONTRACT PERIOD: 5/10/17 TO 4/9/18  TOTAL CONTRACT: \$32,450.00 TEMP ENCUMBRANCE: \$10,000.00  PARTIAL PAYMENT VOUCHERS  PTP RESO _____, APPROVED _____	01-201-26-291-310	10,000.0000	10,000.00

**TAX EXEMPTION NO. 22-6002013**

**PO Total 10,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

Requisition #

0178747

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Assigned PO #

**Vendor**  
JERSEY STATE CONTROLS  
1105 INDUSTRIAL PARKWAY  
BRICK NJ 08724

JE296805SB

**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST

JERSEY CITY

**Dept. Ship To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST  
JERSEY CITY NJ 07305

**Contact Info**  
Doug Carlucci  
015474432.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	ENC	ENCUMBRANCY FOR: AUTOMATIC TEMPERATURE & DIRECT DIGITAL CONTROL SERVICES  FOR: MUNICIPAL SERVICES COMPLEX  VENDOR HANDLES ALL CONTROLS FOR HVAC SYST  CONTRACT PERIOD: 5/10/17 TO 4/9/18  TOTAL CONTRACT: \$32,450.00 TEMP ENCUMBRANCE: \$10,000.00  PARTIAL PAYMENT VOUCHERS  PTP RESO _____, APPROVED _____	0120126291310040	10,000.00	10,000.00

Requisition Total 10,000.00

Req. Date: 04/07/2017

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

## CITY OF JERSEY CITY

Requisition #

0178747

Assigned PO #

## Requisition

Vendor  
JERSEY STATE CONTROLS  
1105 INDUSTRIAL PARKWAY  
BRICK NJ 08724

Dept. Bill To  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST  
JERSEY CITY NJ 07305

Dept. Ship To

JE296805SB

Contact Info

Quantity	UOM	Description	Account	Unit Price	Total
1.00	ENC	ENCUMBRANCY FOR: AUTOMATIC TEMPERATURE AND DIRECT DIGITAL CONTROL SERVICES  FOR: MUNICIPAL SERVICES COMPLEX  VENDOR WILL HANDLE ALL CONTROLS FOR HVAC SYSTEMS  CONTRACT DURATION: 04/01/17 TO 03/31/18  CONTRACT AMOUNT = \$32,450.00 TEMPORARY ENCUMBRANCY = \$10,000.00  PARTIAL PAYMENT VOUCHERS	01 201 26 291 310	10,000.00	10,000.00

Avail.  
\$3,922.50

P2P

Why impracticable to submit any  
further quotes.

Proprietary software.

Requisition Total 10,000.00

Req. Date: 04/07/2017

Requested By: BAIJNAUTHS

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JERSEY STATE ENERGY CONTROLS, INC.  
**Trade Name:** JERSEY STATE CONTROLS CO  
**Address:** 1105 INDUSTRIAL PKWY STE B  
BRICK, NJ 08724-2593  
**Certificate Number:** 0071497  
**Effective Date:** April 20, 1983  
**Date of Issuance:** April 25, 2017

**For Office Use Only:**

20170425123052349

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the Owner of Jersey State (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: KATHY FRANCESE, OFFICE MGR  
Representative's Signature: Kathy Francese  
Name of Company: Jersey State Contractors  
Tel. No.: 732 206 0010 Date: 7.11.17

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Jersey State Controls  
Address : 1105 Industrial Parkway, Brick NJ 08724  
Telephone No. : 732-206-0010  
Contact Name : Kathy Francese

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither SBE - Attached

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Jersey State Controls

Address: 1105 Industrial Parkway, Brick NJ 08724

Telephone No.: 732-206-0010

Contact Name: Kathy Francese

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither SBE Attached

Definitions

Minority Business Enterprise

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Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Certification

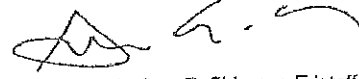
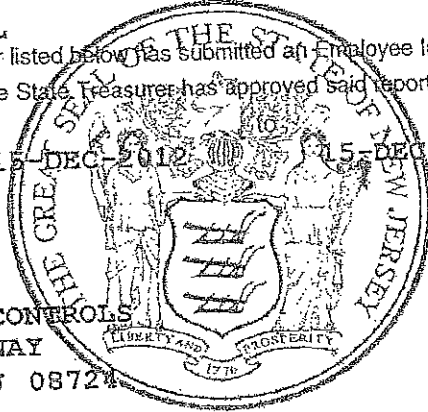
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT<sup>6299</sup>

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2012 15-DEC-2019

JERSEY STATE ENERGY CONTROLS  
1105 INDUSTRIAL PARKWAY  
BRICK NJ 08724

  
Andrew P. Sidamon-Eristoff  
State Treasurer





## State of New Jersey

CHRIS CHRISTIE  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

KIM GUADAGNO  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

FORD M. SCUDDER  
*Acting State Treasurer*

### APPROVED

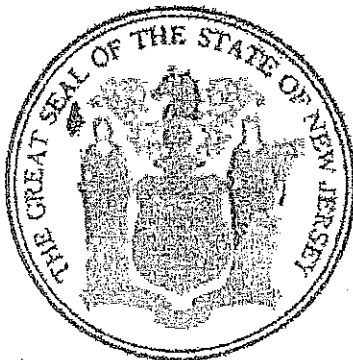
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The JERSEY STATE CONTROLS INC as a Category 3 and 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



*Peter Lowicki*

Peter Lowicki  
Deputy Director

Issued: 3/13/2015  
Certification Number: A0025-16

Expiration: 3/13/2018



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Jersey State Controls (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Jersey State Controls (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Jersey State Controls

Signed: Nick Crescenzo Title: Account Manager

Print Name: NICK CRESCENZO Date: 4.14.17

Subscribed and sworn before me  
this 11th day of April, 2017.

My Commission expires: 9-8-2019

KATHLEEN M. FRANCESE  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2066331

My Commission Expires 9/8/2019

John Crescenzo  
(Affiant)  
JOHN CRESCENZO, V.P.  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY****Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jennaine D. Robinson

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
MARK CRESCENZO	18 LAWRENCE DR. BRICK, NJ 08724
JOHN J CRESCENZO, JR.	24 STONEHAM DR, BRICK, NJ 08724

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Jersey State ControlsSigned: [Signature]Title: General Mgr.Print Name: NICK CRESCENZODate: 4.11.17Subscribed and sworn before me this 11<sup>th</sup> day ofApril, 2017.My Commission expires: 9-8-2019

KATHLEEN M. FRANCESSE  
NOTARY PUBLIC OF NEW JERSEY  
ID. # 2065331  
My Commission Expires 9/8/2019

[Signature]  
John Crescenzo Jr VP  
(Print name & title of affiant) (Corporate Seal)

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

✓ Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

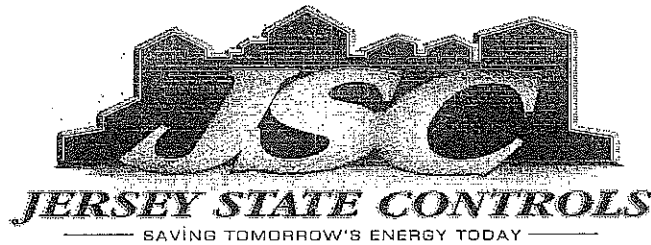
Representative's Name/Title (Print): KATHY FRANCESE

Representative's Signature: Kathy Francese

Name of Company: Jersey State Controls

Tel. No.: 732-206-0010

Date: 4.11.17



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Representing Andover Controls by Schneider Electric  
Since 1983 \* HVAC Service, Controls and Automation \* Since 1983

1105 Industrial Parkway Suite B  
Brick, New Jersey 08724

Phone: 732-206-0010  
Fax: 732-206-0080

April 14, 2017

Ms. Silendra Baijnauth  
Fiscal Officer  
City of Jersey City  
Department of Public Works  
13-15 Linden Avenue East, 3<sup>rd</sup> Floor  
Jersey City, NJ 07305

Dear Ms. Baijnauth,

In response to your request for information regarding the building automation system at the public works buildings at the Jersey City Municipal Services Complex, I have the following.

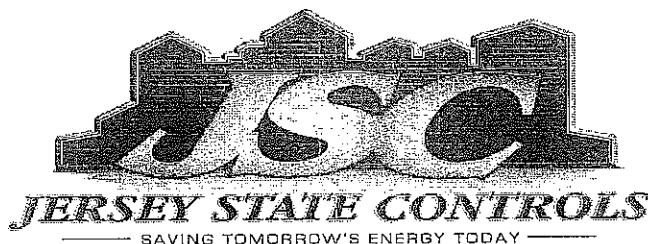
**Specialized Nature:**

The Schneider Electric/Continuum based BACnet building automation system is proprietary in that the system utilizes a unique programming language and 'brand specific functionality' that is unlike any other manufacturer. No other manufacturer of similar products is 100% similar and compatible to this product. The continued servicing, by Jersey State Controls, of the Schneider Electric/Continuum products is necessary for the continuity of building maintenance and facilities support.

Therefore the use by another service company will undermine the functionality of the existing equipment and make support of the Board's facilities more costly.

**Necessary for the Conduct of the Department of Public Works:**

The public need for the proprietary equipment and service is of a compelling nature such that the value to the public that is gained by the proprietary designation outweighs the public benefit of permitted brand name or equivalent and the benefit of such competition. The Schneider Electric/Continuum System is essential to the Department's ability to maintain their buildings in a consistent manner utilizing continuity in operation, maintenance and repairs. Although competing products and/or service companies could essentially provide 'similar functionality' and provide a common 'end result', Jersey City has a significant investment in the Schneider Electric/Continuum brand and has employees and staff trained in the programming, operation and maintenance. As such, the maintenance costs and emergency repair costs are



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Representing Andover Controls by Schneider Electric  
Since 1983 \* HVAC Service, Controls and Automation \* Since 1983

1105 Industrial Parkway Suite B  
Brick, New Jersey 08724

Phone: 732-206-0010  
Fax: 732-206-0080

reduced. Utilizing a competing service company would require new and additional training and may cause downtime to critical system because of the unfamiliarity by this vendor.

**Scope of services:**

In the course of the normal day to day maintenance of the Department's Schneider Electric/Continuum building automation system, labor and materials are needed to preserve the full functionality of the systems in all of the Department's buildings. In addition to the planned Service and Maintenance Contract, provided by JSC, emergency service is required on an as-needed basis. The Scope of Services shall include receiving work orders from the Public Works Department and based on approvals, making the necessary repairs. Pricing (either on a time and material or quoted basis) shall reflect the current in force service contract labor rates and material discounts.

In summary, competing service companies may present minor savings in up-front costs but will certainly be more expensive to the public works department during the life of the equipment.

Hopefully this information will assist you.

If you have any other questions, don't hesitate to contact me.

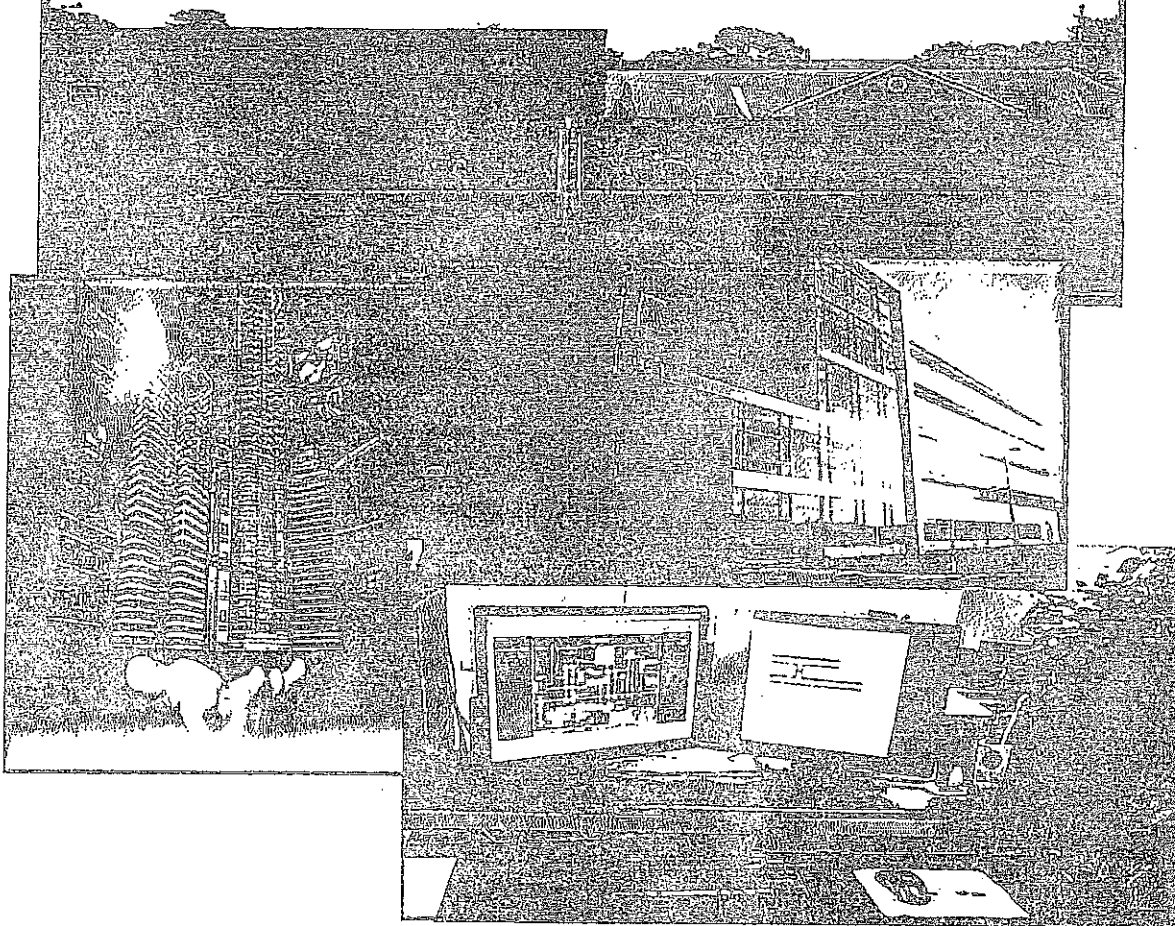
Sincerely,

*John Crescenzo*  
Vice President



**SERVICE DIVISION**  
- COMMITMENT TO EXCELLENCE -

**Andover Controls by Schneider Electric**  
**Automatic Temperature and Direct Digital Control Systems**



**Service Agreement**

Prepared for:

**Jersey City Municipal**  
13 Linden Ave East  
Jersey City, New Jersey 07306

**Jersey State Controls**  
1105 Industrial Parkway  
Brick, New Jersey 08724  
Phone: 732-206-0010  
Fax: 732-206-0080





## 2. YOUR AGREEMENT INVESTMENT

Jersey City Municipal

This service agreement will be for an original term of 12 months beginning on April 1, 2017 with subsequent annual pricing indicated below.

This agreement will renew annually, unless either party changes the services covered or the annual investment. Purchaser annual investment in this program is shown below:

DESCRIPTION	ANNUAL PRICE	TERM
April 1, 2017 - March 31, 2018 Contract	\$32,450.00	12 Months
Total if quarterly payment option is selected	\$32,450.00	

For services designated herein and included in attached addendums, Purchaser agrees to pay Jersey State Controls the amount of: Thirty Two Thousand Four Hundred Fifty Dollars (\$32,450.00), due and payable at time of acceptance. A Payment Convenience Plan is available. Please remit \$8,112.5 if quarterly payments are desired. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Jersey State Controls. Jersey State Controls must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied.

The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement.

Payment terms will be no greater than 30 days after Jersey State Controls invoice date. Jersey State Controls reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due or impairment of Purchaser credit shall relieve Jersey State Controls of any and all obligations pertaining to work or performance of work.



**1. Jersey State Controls Service Team**

Jersey State Controls has assembled a specialized team to provide you with industry-leading building services. Your service team will work with you to help you derive the highest value from your building systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity.

This team will facilitate a smooth integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and provide continuity through the JSC personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.

Your service team includes the following JSC professionals:

- Allen Murphy will be your Service Contact. The primary responsibility of Allen is to provide support and coordination for the execution of your service program. Allen is ultimately responsible for Jersey State Controls service relationship with Purchaser and will strive to provide you with excellent customer service. Allen can be reached at 732-206-0010 ext. 12.
- JSC will assign a primary service technician. He will be performing the service and repair functions for your JSC BMS and related HVAC equipment whenever possible. In the event that the primary service technician is not available, we will then assign the secondary technician.
- A secondary service technician will serve as backup whenever the primary service technician is not available. A technician from our Service Department or Start-up group will be selected to assist whenever necessary.
- Dennis Chiaravalle is your service coordinator. Dennis is responsible for scheduling all maintenance program services. Dennis can be reached at 732-206-0010 ext. 13 for emergency service or normal service requests.



We would appreciate your signature in the space provided below as your acceptance of this agreement.

PROPOSAL OFFERED BY: Jersey State Controls Co., Inc.

Purchaser

Jersey State Controls

Accepted by:

Accepted by:

\_\_\_\_\_

\_\_\_\_\_

Name: Patrick Stamato

Name: Pete Sandomeno

Title: DPW Director

Title: Service Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Firm or Organization:

Jersey City Municipal

Jersey State Controls

13 Linden Avenue East

1105 Industrial Parkway Suite B

Jersey City, New Jersey, 07306

Brick, New Jersey 08724

Purchase Order No: \_\_\_\_\_

---

**Building Management System Services for:**



## Jersey City Municipal

### Service Agreement Options

*The options checked below are included in your service agreement*

☒ **Planned Maintenance**

- ◆ Agreement includes planned maintenance on critical pieces of equipment in your building management system (BMS) network.
- ◆ JSC will check those field devices, controllers, and network elements as indicated below. This is recommended for all sites to maintain original condition of installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying defects and potential problem areas, and reducing the likelihood that emergencies will occur.
- ◆ After completion, you will receive a planned maintenance finding report for your records.
- ◆ JSC will perform 24 site visits per year and perform the functions marked below.
- ◆ JSC will provide data collection and trending for HVAC equipment.
- ◆ All meters will be tested and calibrated monthly.

☒ **Workstations and Peripherals**

☒ **Normal Business Hours**   ☐ **After Hours**

- ◆ This option includes planned maintenance routines performed on all your building management (BMS) workstations.
- ◆ Includes checking workstation operation including fan operation, hard drive errors, operating system updates, and hard drive de-fragmentation, if required.
- ◆ Planned maintenance will be performed during normal business hours (8:00 am to 4:30 pm, Monday - Friday), with the option for after-hours arrangements

☒ **Preferred Customer Rates**

Standard with any service contract, JSC's Preferred Customer Rates (see attached schedule) are extended to all billable hours and parts. Having a service contract can save over \$39/hour plus 20-50% savings on parts.



☒ **Field Devices**

☒ **Normal Business Hours**

☐ **After Hours**

- ◆ This option includes planned maintenance routines performed on field devices connect to field controllers.
- ◆ Includes calibrating field devices' inputs and outputs and adjusting offsets in field controllers as needed. Results of the calibration will verify accuracy of critical system components and identify any potential problems or component failure beyond calibration.
- ◆ Planned maintenance will be performed during normal business hours (8:00 a.m. to 4:30 p.m., Monday - Friday), with the option for after-hour arrangements.

☒ **Priority Telephone Assistance**

- ◆ This option provides access to our Emergency Service call line, which enables you to access to our pool of on-call engineers. Upon placing a call, you will be asked details about your site and system, and your contact number. An engineer will then contact you to discuss the problem and will attempt to identify the solution over the telephone.
- ◆ Should the engineer be unable to identify the solution remotely, he will then advise you of the initial cost of a site visit (if applicable) and the availability of an engineer. Subscription to 24/7 Emergency Service is available for an annual fee. Labor and materials will be billed at preferred rates with a four-hour minimum charge.

☒ **Remote Support**

We recommend including remote support in your service agreement, whether it's over the web, through a modem, or even over the telephone (method will depend on your system type.)

- ◆ A service engineer or programmer will assist you with troubleshooting software programs, PID loops, and any other issues with which you need assistance.
- ◆ The on-line support agreement price will include fixed number of support hours, including remote communications charges.
- ◆ Customer is responsible for a local communications costs.
- ◆ This option includes 15 hours (deducted at minimum 15 minute intervals) to be used during the contract period.

☒ **Database Protection**



- ◆ The database protection option prepares your system to be restored in the event of damage to the system or the information contained in it. Upon completion of the backup, you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- ◆ Backup frequency will depend on your facility's needs, size, system activity, and system sensitivity.
- ◆ This agreement will include 2 backup routines a year, performed on the entire BMS system, including the front-end workstation and / or servers, as well as your entire network of field-mounted controllers.
- ◆ Backups will be performed during normal business hours (8:00 a.m. to 4:30 p.m.) on a predefined date, as indicated in your service agreement.

☒ **Critical Alarm Monitoring**

☒ With an Annual Site Visit

☐ Without an Annual Site Visit

- ◆ A site visit will insure that all components of the Critical Alarm System are functioning correctly prior to the start of the Heating Season or prior to a period of time that is critical to the Customer's operation. Account Management and Customer Internet Access are included at this level.
- ◆ An agreement without a site visit is not recommended. Critical Alarm component operation should be verified at least once a year to insure reliability. Account Management only is included at this level.

☒ **On-site/Local Training Option**

- ◆ This option provides on-site training at the customer's facility.
- ◆ Customers receive hardware or software training from a qualified instructor. The control system model and the experience level and number of attendees determine the curriculum.
- ◆ Includes review of customer's sequence of operations.
- ◆ Training provided will be two 4-hour sessions or one 8-hour session.



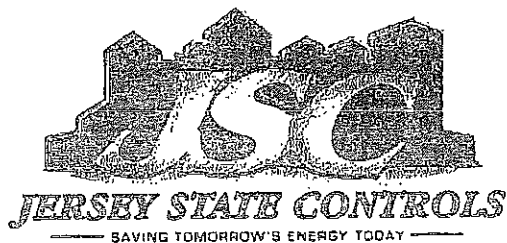
## TERMS AND CONDITIONS

- A. Planned and / or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the contract.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon Purchaser operating and maintaining systems / equipment. Purchaser will do so according to industry-accepted practices and in consideration of our recommendations.
- C. Purchaser will provide and permit reasonable access to all covered equipment. Jersey State Controls will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the technician has verbally notified the customer that he has arrived on the premise.
- D. Jersey State Controls shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.
- E. In the unlikely event of failure by Jersey State Controls to perform the obligations in this contract, Jersey State Controls liability is limited to repair or replacement of product at its option, and such shall be Purchaser sole remedy. Under no circumstances will Jersey State Controls be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Purchaser tenants or clients, or any special, indirect or consequential damages.
- F. The agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, or system operation.
- G. Jersey State Controls is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this agreement. Any charges incurred for their proper disposal will be borne by the customer and will be incremental to the contract price.
- H. The agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by Jersey State Controls.
- I. This agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Jersey State Controls. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- J. Jersey State Controls shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.
- K. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.



- L. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- M. Jersey State Controls shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. Jersey State Controls shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. Jersey State Controls shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- N. Only Jersey State Controls personnel or agent are authorized to perform the work included in the scope of this agreement. Jersey State Controls may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work.
- O. This agreement and all rights hereunder shall not be assignable unless approved by Jersey State Controls in writing.
- P. In the event of additional freight, labor, or material costs resulting from Purchaser request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, Purchaser agrees to pay these additional costs at Jersey State Controls currently established rate.
- Q. Jersey State Controls scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Jersey State Controls encounters such material in performing its work, Jersey State Controls will have the right to discontinue work and remove its employees until the hazard is corrected by Purchaser or it is determined no hazard exists.
- R. This agreement contains the entire contract and the parties hereby agree that this agreement has been agreed to and the entire agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- S. This agreement does not include the disposal of hazardous waste.
- T. Purchaser agrees that in the event that there shall have been passed a federal and / or state law, which shall compel Jersey State Controls to contribute to a federal and / or state health plan for its employees, then the terms of this agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase Jersey State Controls cost to perform this contract.
- U. Purchaser acknowledges and agrees that any purchase order issued by Purchaser, in accordance with this agreement, is intended only to establish payment authority for Purchaser internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Purchaser purchase order will have any force or effect.





- V. The Purchaser acknowledges that Jersey State Controls employees are valuable assets to Jersey State Controls Company. The Purchaser agrees to pay Jersey State Controls an amount equal to 12 months of salary for each Jersey State Controls employee who worked at Purchaser facility that is then hired by Purchaser at any time during the term of this agreement and for six months thereafter. In addition, Purchaser agrees to reimburse Jersey State Controls for all costs associated with any training Jersey State Controls provided to such employees during the three years before the date Purchaser hires such employees.
- W. This master service agreement will be for a term of one (1) year from the date hereof and from year to year thereafter until terminated. Either party may terminate this agreement at any time with 90 days written notice, with or without cause, provided, however, that if Purchaser cancels this agreement without due cause during the term of this agreement, Purchaser shall pay Jersey State Controls 25% of the annual price in addition to any previous amounts paid. The annual price of the service agreement shall be escalated at the anniversary of this agreement to reflect increases in labor and material costs as well as system expansion.



1105 Industrial Parkway, Suite B, Brick, NJ 08724  
 Phone 732-206-0010 Fax 732-206-0080

## HOURLY RATES FOR PROFESSIONAL AND TECHNICAL SERVICES

AGREEMENT CUSTOMER RATES APPLY TO PROVIDED SERVICES THAT ARE  
 OUTSIDE THE SCOPE OF THE SERVICES INCLUDED AT NO CHARGE BY A  
 CURRENT SERVICE AGREEMENT

	AGREEMENT CUSTOMERS	NON-AGREEMENT CUSTOMERS
DDC TECHNICIAN	\$ 135.00	\$171.00
ELECTRICIAN	135.00	171.00
HVAC MECHANIC	110.00	131.00
ASST. TECH	90.00	110.00
PANEL TECH	80.00	110.00
ENGINEER	\$ 145.00	\$ 165.00
PROGRAMMER	145.00	165.00
PROJECT MANAGER	135.00	165.00
CAD DRAFTER	95.00	125.00

### CUSTOMER DISCOUNT OFF MANUFACTURER'S LIST PRICE

ANDOVER CONTROLS	61% Off	New Equip List Price	10% Off
ANDOVER CONTROLS	40% Off	Repaired Equip List Price	5% Off
BELIMO PRODUCTS	62% Off	List Price	30% Off
PERIPHERAL PRODUCTS	25% Off	List Price	5% Off

### RATE DIFFERENTIALS

WEEKDAYS (8:00am - 4:00pm): STRAIGHT TIME  
 OFF HOURS & SATURDAYS: TIME & ONE-HALF  
 SUNDAYS: DOUBLE TIME  
 HOLIDAYS: DOUBLE TIME & ONE-HALF

***ALL ON-SITE RATES ARE PORTAL TO PORTAL (MIN 4 HOURS)***

Effective January 1, 2017 – December 31, 2017



For service during normal business hours  
Please Call - 732-206-0010

**EMERGENCY SERVICE – AFTER HOURS**

Jersey State Controls  
Facility Automation Systems

For AFTER HOURS Emergency Service

CALL 1-800-250-6323, then  
ENTER PIN# 732-929-7604#

Give the operator:

- a) Your message, AND
- b) The number where you can be reached  
INCLUDING AREA CODE

Direct to pager  
Dial 732-929-7604

After the beeps, enter your call back number  
INCLUDING AREA CODE then the # Sign

**We will get back to you as soon as possible!**

**JERSEY STATE CONTROLS CO.**

1105 Industrial Parkway (Suite B)  
BRICK, NEW JERSEY 08724-2593  
(732) 206-0010  
Fax: (732) 206-0080

**LETTER OF TRANSMITTAL**

TO:

DPW - Division of Buildings andStreets Maintenance13-15 Linden AvenueJersey City, NJ 07305

DATE:	4/11/2017	JOB NO:
ATTENTION:	Gregory Smith	
RE:	2017 HVAC BMS Service Agreement	

**WE ARE SENDING YOU**☐ Attached☐ Under Separate Cover☐ Shop Drawings☐ Prints☐ Submittals☐ Specifications☐ As Built's☒ Other \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
	4/11/2017		Signed forms and applications, as per request.

**THESE ARE TRANSMITTED as checked below:**☒ For Approval☐ For your use☒ As requested☐ For review and comment☐ \_\_\_\_\_**REMARKS:**

Signed by:


Nick Crescenzo

## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for monthly maintenance of the automatic temperature and direct digital control services for the Municipal Services Complex.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Jersey State Controls.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

4/25/17.  
Date

  
Patrick G. Stamato, DPW Director



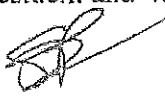
STEVEN M. FULOP  
Mayor of Jersey City

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

**Date:** April 25, 2017  
**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council  
**From:** Silendra Baijnauth, Fiscal Officer   
**Subject :** 2017 Budget Memo (Contract Award – Automatic Temperature Maintenance)

There exists a need for maintenance service of the automatic temperature and digital controls for the Municipal Services Complex.

The total of this contract will not exceed \$32,450.00. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. Therefore, DPW recommends awarding this contract to Jersey State Controls. The funds are available for this expenditure in Buildings Maintenance Operating Account No. 17-01-201-26-291-310.

**CONTRACT FUNDING (2017)**

- ❖ Expenditure is drawn down from Buildings operating account, 01-201-26-291-310.
- ❖ Contract is utilizing object # 310.
- ❖ Line object 310 is budgeted for \$350,000.00 in CY 2017 budget request (various contracts).
- ❖ As of today (04/25/17), \$59,288.71 is encumbered and \$89,589.16 expended in object 310.
- ❖ Temporary budget amount for 310 is \$162,800.00, ending balance is \$13,922.13.
- ❖ DPW spent about \$32,000.00 in 2016 for this kind of maintenance.

Thank you for your cooperation.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-419  
Agenda No. 10.Z.22  
Approved: MAY 10 2017  
TITLE:



## **RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR HEAVY DUTY VEHICLES (PARTS) UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Automotive Division Maintenance needs automotive parts for their heavy duty vehicles class 5 or higher, over 15,000 LB gross vehicle weight rating (GVWR); and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Northeast Auto & Truck Parts, 976 Broadway, Bayonne, New Jersey 07002 is in possession of State Contract A42093, for heavy duty vehicle parts for a total contract amount of one hundred fifty thousand dollars (\$150,000.00); and

**WHEREAS**, funds are available for this contract in the **Operating Account**;

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-310	124894	A42093	\$150,000.00	\$10,000.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$150,000.00 for heavy duty vehicle parts is awarded to Northeast Auto & Truck Parts.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract shall be effective May 10, 2017 through December 31, 2017.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 *et seq.*
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

(Continued to page 2)

City Clerk File No. Res. 17-419Agenda No. 10.Z.22 MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR HEAVY DUTY VEHICLES (PARTS) UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-310	124894	A42093	\$150,000.00	\$10,000.00

Approved by Peter Folgado, Director of Purchasing  
RPPO, QPA

4/27/17  
Date

PF/pv/BD  
3/21/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input checked="" type="checkbox"/>			YUN	<input checked="" type="checkbox"/>			RIVERA	<input checked="" type="checkbox"/>		
GADSDEN	<input checked="" type="checkbox"/>			OSBORNE	<input checked="" type="checkbox"/>			WATTERMAN	<input checked="" type="checkbox"/>		
BOGGIANO	<input checked="" type="checkbox"/>			ROBINSON	<input checked="" type="checkbox"/>			LAVARRO, PRES	<input checked="" type="checkbox"/>		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NORTHEAST AUTO AND TRUCK PARTS FOR THE PURCHASE AND DELIVERY OF PARTS FOR HEAVY DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.**

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Assistant DPW Director
Phone/email	201-547-4400	ortizh@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this resolution is to provide:

- ↓ Provide automotive parts to the City's fleet of vehicles.
- ↓ The City's fleet is about 1,600 vehicles.
- ↓ Some of the parts are for fire trucks, dump trucks, OEM vehicles, chipper, etc.
- ↓ DPW spent about \$130,000.00 in 2016.

**Cost (Identify all sources and amounts)**

01-201-26-315-310 (Automotive Operating)  
Contract Amount = \$150,000.00  
Temporary Encumbrance = \$10,000.00

**Contract term (include all proposed renewals)**

Contract is valid only through 12/31/17.

**Type of award**

State Contract award

If "Other Exception", enter type  
Additional Information

State contract # 42093

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

4/10/17

Signature of Purchasing Director

Date

4/27/17



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**124894**

THIS NUMBER MUST APPEAR ON ALL INVOICES  
CREATED BY THE SUPPLIER (VENDOR AND PACKAGER)

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0178498**  
**BUYER STATECONT**

DATE: 04/26/2017  
VENDOR NO.: NO386775

**VENDOR INFORMATION**

**NORTHEAST AUTO & TRUCK PARTS**  
976 BROADWAY  
  
BAYONNE NJ 07002

**DELIVER TO**  
**AUTOMOTIVE**  
**13-15 LINDEN AVENUE EAST**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

**BILL TO**  
**AUTOMOTIVE**  
**13-15 LINDEN AVENUE EAST**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	ENC	ENCUMBRANCY FOR: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES CLASS 5 OR HIGHER, OVER 15,000 LB GVWR  NE IS AN AUTHORIZED DEALER/DISTRIBUTOR  T:2085, SC A42093  CONTRACT TOTAL: \$150,000.00 TEMP ENCUMBRANCE: \$10,000.00  PERIOD OF: 5/10/17 - 12/31/17  PARTIAL PAYMENT VOUCHERS  SC RESO _____, APPROVED _____	01-201-26-315-310	10,000.0000	10,000.00
TAX EXEMPTION NO. 22-6002013					<b>PO Total 10,000.00</b>

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



## New Jersey Division of Revenue

Revenue NJEGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1596066 FOR NORTHEAST AUTO & TRUCK PARTS LIMITED  
LIABILITY COMPANY IS VALID.

Requisition #

0178498

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Assigned PO #

**Vendor**  
NORTHEAST AUTO & TRUCK PARTS  
976 BROADWAY  
BAYONNE NJ 07002

NO386775

**Dept. Bill To**  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY

**Dept. Ship To**  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

**Contact Info**  
Hector Ortiz  
015474400.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	ENC	ENCUMBRANCY FOR: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES CLASS 5 OR HIGHER, OVER 15,000 LB GVWR  NE IS AN AUTHORIZED DEALER/DISTRIBUTOR  T:2085, SC A42093  CONTRACT TOTAL: \$150,000.00 TEMP ENCUMBRANCE: \$10,000.00  PERIOD OF: 5/10/17 - 12/31/17  PARTIAL PAYMENT VOUCHERS  SC RESO _____, APPROVED _____	0120126315310	10,000.00	10,000.00

Requisition Total 10,000.00

Req. Date: 03/20/2017

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

**Patricia Vega**

---

**From:** Bhavini Doshi  
**Sent:** Thursday, March 23, 2017 10:22 AM  
**To:** Patricia Vega  
**Cc:** Raymond Reddington  
**Subject:** RE: resos for 4/12/17

Pat,

The Reso awards to the following, all State Contracts, are OK as to form:

WE Timmerman  
Samuels Buywise  
David Weber  
Northeast Auto and Truck

---

**From:** Raymond Reddington  
**Sent:** Wednesday, March 22, 2017 2:45 PM  
**To:** Patricia Vega; Bhavini Doshi  
**Subject:** RE: resos for 4/12/17

I will review the first five resolutions, Broadview thru Newark Brush. Bhavini please review the remaining four, Heavy duty vehicles thru Timmerman parts.

---

**From:** Patricia Vega  
**Sent:** Wednesday, March 22, 2017 12:20 PM  
**To:** Raymond Reddington  
**Cc:** Bhavini Doshi  
**Subject:** FW: resos for 4/12/17

Please confirm that all 9 resos were received (email format).

Tks!

---

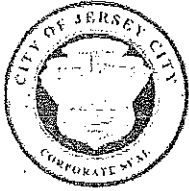
**From:** Patricia Vega  
**Sent:** Tuesday, March 21, 2017 3:19 PM  
**To:** Raymond Reddington  
**Cc:** Bhavini Doshi  
**Subject:** resos for 4/12/17

Good afternoon,

Please review. I'm working on 3 more resos; should have ready before Friday.

Thank you!

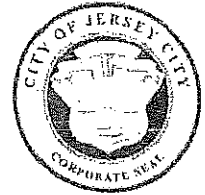
*Patricia M. Vega*  
Assistant Director of Purchasing



STEVEN M. FULOP  
Mayor of Jersey City

## CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

**Date:** April 25, 2017  
**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council  
**From:** Silendra Bajjnauth, Fiscal Officer *[Signature]*  
**Subject :** 2017 Budget Memo (Contract Award – Automotive Parts)

There exists a need for various automotive parts. Northeast is an authorized dealer / distributor under Genuine Parts Company and possesses state contract number A 42093.

The total of this contract will not exceed \$150,000.00. The contract is until 12/31/17. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in Automotive Operating Account No. 17-01-201-26-315-310.

### CONTRACT FUNDING (2017)

- ❖ Expenditure is drawn down from Automotive operating account, 01-201-26-315-310.
- ❖ Contract is utilizing object # 310.
- ❖ Line object 310 is budgeted for \$3,170,000.00 in CY 2017 budget request (various contracts).
- ❖ As of today (04/25/17), \$241,331.28 is encumbered and \$716,524.34 expended in object 310.
- ❖ Temporary budget amount for 310 is \$1,193,290.00, ending balance is \$235,434.38.
- ❖ DPW spent about \$130,000.00 in 2016 for various parts.

Thank you for your cooperation.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: NORTH EAST AUTO & TRUCK PARTS LLC  
Address: 976 Broadway, Jersey City, NJ 07202  
Telephone No: 201-823-2128  
Contact Name: MIKE RANDAT

Please check applicable category :

☐ Minority Owned Business (MBE) ☒ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☐ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

See PER SALE RAMIRAS (MIKE) VP  
NORTH EAST AUTO & TIRE PARTS LLC  
201-823-2128  
3/23/17



APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the CITY OF JERSEY CITY hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Print: Samuel P. Pimental (Mike) VP

Representative's Signature: [Signature]

Name of Company: NORTH CAROLINA

Fel. No.: 701-823-2128

Date: 02/23/17



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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Notice of Award  
Term Contract(s)

T-2085

**AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES  
(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)**

Vendor Information
Authorized Dealers
By Vendor
By Item
RFP Documents
Email to VANCE BEQUER

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (13 kb)
- [Award Summary](#) Adobe PDF (117 kb)

The [Download All Documents](#) hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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[NOAs By Title](#)

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Index #:	T-2085
Contract #:	VARIOUS
Contract Period:	FROM: 08/10/16 TO: 08/09/19
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23842
Bid Open Date:	03/31/15
CID #:	1041970
Commodity Code:	060-66

Contact Phone:	610-428-2155
Order Fax:	610-294-7952
Contract#:	42115
Expiration Date:	08/09/19
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	GENERAL SPRING AND ALIGNMENT SERVICE INC 1586 HARDING HIGHWAY NEWFIELD, NJ 08344-5220
Contact Person:	STEVEN LYONS
Contact Phone:	856-697-0200
Order Fax:	856-697-0296
Contract#:	42120
Expiration Date:	08/09/19
Terms:	2% 10 NET 30
Delivery:	1 WEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	GENUINE PARTS COMPANY DBA NAPA 2999 CIRCLE 75 PARKWAY ATLANTA, GA 30339
Contact Person:	DENNIS P.TOLIVER
Contact Phone:	770-818-4609
Order Fax:	770-859-2920
Contract#:	42093
Expiration Date:	08/09/19
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	H A DEHART & SON INC 311 CROWN POINT ROAD THOROFARE, NJ 08086-9999
Contact Person:	MICHAEL DAVID
Contact Phone:	856-845-2800
Order Fax:	856-845-2461
Contract#:	42122
Expiration Date:	08/09/19
Terms:	NONE
Delivery:	15 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	WOLFINGTON BODY CO INC 1315 ROUTE 38 P O BOX 160 MT HOLLY, NJ 08060-0160
Contact Person:	ERNEST EARLE
Contact Phone:	609-267-0763
Order Fax:	609-267-7476
Contract#:	42076
Expiration Date:	08/09/19
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	WURTH USA INC 93 GRANT ST RAMSEY, NJ 07446
Contact Person:	ANGELO HARDEEN
Contact Phone:	201-825-2710
Order Fax:	866-612-5087
Contract#:	42110
Expiration Date:	08/09/19
Terms:	NONE
Delivery:	1 WEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 42093	Title: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES
Dealer/Distributor Name & Address:	AUTO & TRUCK PARTS OF DEPTFORD INC 1725 HURFFVILLE RD SEWELL NJ 08080
Contact Person:	ELMER RITCHIE JR
Contact Phone:	856-228-9448
Dealer/Distributor Name & Address:	AUTO PARTS CENTER 804 BROADWAY W LONG BRANCH NJ 07764
Contact Person:	ROBERT HOWARTH
Contact Phone:	732-229-0011
Dealer/Distributor Name & Address:	BAYONNE AUTO PARTS INC 1522 KENNEDY BLVD JERSEY CITY NJ 07305
Contact Person:	MICHAEL ANTONACCI
Contact Phone:	201-432-3321
Dealer/Distributor Name & Address:	BIG EDS AUTOMOTIVE INC 1225 ST GEORGE AVE COLONIA NJ 07067
Contact Person:	EDWARD J SENA
Contact Phone:	732-636-7600
Dealer/Distributor Name & Address:	

Dealer/Distributor Name & Address:	J C MILLER AUTO PARTS DBA NAPA AT NORTHFIELD 103 ROUTE 50 SEAVILLE NJ 08230
Contact Person:	
Contact Phone:	000-000-0000
Dealer/Distributor Name & Address:	KOCH AUTO PARTS INC 101 WATER ST NEWTON NJ 07860-1414
Contact Person:	
Contact Phone:	000-000-0000
Dealer/Distributor Name & Address:	M & D AUTOMOTIVE 1278 BROAD ST BLOOMFIELD NJ 07003
Contact Person:	UNKNOWN
Contact Phone:	973-338-9292
Dealer/Distributor Name & Address:	M&W AUTOMOTIVE INC 175 CENTRAL AVE NEWARK NJ 07103
Contact Person:	WILSON MAYA JR
Contact Phone:	201-642-1820
Dealer/Distributor Name & Address:	MANAHAWKIN AUTOMOTIVE 195 N MAIN ST MANAHAWKIN NJ 08050
Contact Person:	EDWARD C KLINE
Contact Phone:	609-597-7306
Dealer/Distributor Name & Address:	MARLTON NAPA AUTO PARTS GENUINE PARTS CO 39 E MAIN ST MARLTON NJ 08015
Contact Person:	CHRISTOPHER HAUGH
Contact Phone:	856-983-3911
Dealer/Distributor Name & Address:	MECHANICS AUTO PARTS INC UNIT F 1 1041 GLASSBORO ROAD WILLIAMSTOWN NJ 08094-3456
Contact Person:	MICHAEL J YORK
Contact Phone:	609-875-6700
Dealer/Distributor Name & Address:	MILFORD FRENCHTOWN AUTO PARTS INC 1002 FRENCHTOWN ROAD MILFORD NJ 08848
Contact Person:	DONALD H ZANDER
Contact Phone:	908-996-2288
Dealer/Distributor Name & Address:	MT HOLLY AUTO PARTS INC 136 WASHINGTON STREET MT HOLLY NJ 08060
Contact Person:	GEORGE D BISHOP
Contact Phone:	609-267-2360
Dealer/Distributor Name & Address:	N E AUTO & TRUCK PARTS LLC 976 BROADWAY BAYONNE NJ 07002
Contact Person:	SEWPERSAEED REMDAT
Contact Phone:	201-823-2128
Dealer/Distributor Name & Address:	NAPA OF CHESTER INC ROUTE 206-PO BOX 271 CHESTER NJ 07930
Contact Person:	JOSEPH V SCHEMBRE
Contact Phone:	201-879-7474
Dealer/Distributor Name & Address:	NAPA OF STANHOPE 108 RTE 183 PO BOX 782 STANHOPE NJ 07874
Contact Person:	RALPH D STONE
Contact Phone:	973-347-1221
Dealer/Distributor Name & Address:	NAPA WHITEHOUSE STATION INC 448 US HIGHWAY 22 W WHITEHOUSE STAT NJ 08889
Contact Person:	
Contact Phone:	000-000-0000

PRICE LIST DATE: 10/12 PRICE LIST TYPE: LIST PRICEBOOK 1					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00125	COMM CODE: 060-66-087449 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  BEARINGS, SEALS & GASKETS (CATEGORY: 13)  BRAND: WINZER USA  CONTRACT TYPE - REGION SERVED: TERTIARY - STATEWIDE PRICE LIST DATE: 10/12 PRICE LIST TYPE: LIST PRICEBOOK 1	1.000	LOT	69.60%	N/A
Vendor: GENERAL SPRING AND ALIGNMENT SERVICE INC		Contract Number: 42120			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00059	COMM CODE: 060-66-075250 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  BRAKES (CATEGORY: 5)  BRAND: DAYTON  CONTRACT TYPE - REGION SERVED: PRIMARY - SOUTH SECONDARY - CENTRAL PRICE LIST DATE: 3/1/14 PRICE LIST TYPE: LIST #P1WH2014	1.000	LOT	54.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 060-66-075270 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  SUSPENSION (CATEGORY: 6)  BRAND: TRW  CONTRACT TYPE - REGION SERVED: PRIMARY - CENTRAL AND SOUTH PRICE LIST DATE: 3/1/14 PRICE LIST TYPE: LIST #P3WH2014	1.000	LOT	54.00%	N/A
Vendor: GENUINE PARTS COMPANY DBA NAPA		Contract Number: 42093			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 060-66-075198 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB	1.000	LOT	50.30%	N/A

	GVWR) GENERAL (CATEGORY: 2) BRAND: DANA-SPICER CONTRACT TYPE - REGION SERVED: TERTIARY - CENTRAL AND SOUTH PRICE LIST DATE: PRICE LIST TYPE:				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 060-66-075199 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  GENERAL (CATEGORY: 2)  BRAND: DELPHI  CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	42.60%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 060-66-075211 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  GENERAL (CATEGORY: 2)  BRAND: MIDLAND  CONTRACT TYPE - REGION SERVED: SECONDARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	51.20%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00035	COMM CODE: 060-66-075212 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  GENERAL (CATEGORY: 2)  BRAND: NAPA  CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	48.50%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00043	COMM CODE: 060-66-075224 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	1.000	LOT	50.30%	N/A

	GENERAL (CATEGORY: 2) BRAND: STEMCO CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	COMM CODE: 060-66-075364 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  GENERAL (CATEGORY: 2) BRAND: VELVAC  CONTRACT TYPE - REGION SERVED: TERTIARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.30%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 060-66-087421 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  ENGINES/EXHAUST (CATEGORY: 3) BRAND: NAPA  CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.10%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00053	COMM CODE: 060-66-075244 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  ENGINES/EXHAUST (CATEGORY: 3) BRAND: WALKER  CONTRACT TYPE - REGION SERVED: TERTIARY - SOUTH PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.10%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 060-66-075253 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	1.000	LOT	50.30%	N/A



	BRAKES (CATEGORY: 5)  BRAND: GUNITE  CONTRACT TYPE - REGION SERVED: SECONDARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00063	COMM CODE: 060-66-087435 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  BRAKES (CATEGORY: 5)  BRAND: NAPA  CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.30%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00068	COMM CODE: 060-66-075262 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  SUSPENSION (CATEGORY: 6)  BRAND: FIRESTONE  CONTRACT TYPE - REGION SERVED: SECONDARY - NORTH TERTIARY - CENTRAL AND SOUTH PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00071	COMM CODE: 060-66-087437 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  SUSPENSION (CATEGORY: 6)  BRAND: NAPA  CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00075	COMM CODE: 060-66-075272 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	1.000	LOT	50.00%	N/A

	ELECTRICAL (CATEGORY: 7) BRAND: AUTOLITE CONTRACT TYPE - REGION SERVED: SECONDARY - CENTRAL AND SOUTH TERTIARY - NORTH PRICE LIST DATE: PRICE LIST TYPE:				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00078	COMM CODE: 060-66-075275 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  ELECTRICAL (CATEGORY: 7)  BRAND: COLE HERSEE  CONTRACT TYPE - REGION SERVED: TERTIARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.30%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 060-66-075281 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  ELECTRICAL (CATEGORY: 7)  BRAND: LEECE-NEVILLE  CONTRACT TYPE - REGION SERVED: TERTIARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.30%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 060-66-087439 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  ELECTRICAL (CATEGORY: 7)  BRAND: NAPA  CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	48.30%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00083	COMM CODE: 060-66-075583 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	1.000	LOT	52.40%	N/A

	ELECTRICAL (CATEGORY: 7) BRAND: PHILLIPS CONTRACT TYPE - REGION SERVED: SECONDARY - CENTRAL AND SOUTH TERTIARY - NORTH PRICE LIST DATE: PRICE LIST TYPE:				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00109	COMM CODE: 060-66-075335 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  RADIATOR, BELTS & HOSES (CATEGORY: 12)  BRAND: GATES  CONTRACT TYPE - REGION SERVED: TERTIARY - SOUTH PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00110	COMM CODE: 060-66-087446 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  RADIATOR, BELTS & HOSES (CATEGORY: 12)  BRAND: NAPA  CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	51.90%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00118	COMM CODE: 060-66-075346 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  BEARINGS, SEALS & GASKETS. (CATEGORY: 13)  BRAND: CR  CONTRACT TYPE - REGION SERVED: TERTIARY - SOUTH PRICE LIST DATE: PRICE LIST TYPE:	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00120	COMM CODE: 060-66-087448 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES	1.000	LOT	50.00%	N/A

(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  BEARINGS, SEALS & GASKETS (CATEGORY: 13)  BRAND: NAPA  CONTRACT TYPE - REGION SERVED: PRIMARY - STATEWIDE PRICE LIST DATE: PRICE LIST TYPE:					
<b>Vendor:</b> H A DEHART & SON INC			<b>Contract Number:</b> 42122		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00064	COMM CODE: 060-66-075257 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  BRAKES (CATEGORY: 5)  BRAND: PERFORMANCE FRICTION  CONTRACT TYPE - REGION SERVED: PRIMARY - CENTRAL AND SOUTH SECONDARY - NORTH PRICE LIST DATE: 12/12/11 PRICE LIST TYPE: NET LIST#5	1.000	LOT	5.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00094	COMM CODE: 060-66-075311 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  LIFT GATES (CATEGORY: 9)  BRAND: RICON  CONTRACT TYPE - REGION SERVED: PRIMARY - NORTH SECONDARY - CENTRAL AND SOUTH PRICE LIST DATE: 3/1/15 PRICE LIST TYPE: LIST #9	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00095	COMM CODE: 060-66-075312 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)  LIFT GATES (CATEGORY: 9)  BRAND: THIEMAN  CONTRACT TYPE - REGION SERVED: TERTIARY - NORTH PRICE LIST DATE: 7/1/11 PRICE LIST TYPE: LIST # 1	1.000	LOT	8.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00096	COMM CODE: 060-66-075313 [AUTOMOTIVE AND TRAILER	1.000	LOT	5.00%	N/A

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-420

Agenda No. 10.Z.23

Approved: MAY 10 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS & DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

### **COUNCIL**

**offered and moved adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on March 16, 2017 for providing gas & diesel fuel for the Department of Public Works/Division of Automotive Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract with minimum and maximum quantities for two (2) items as contained in the Bid Specifications:

- Item No. 1 Gas Fuel
- Item No. 2 Diesel Fuel; and

**WHEREAS**, Rachles/Michele's Oil Company, submitted the lowest bid on Item No. 1 in the amount of **\$802,760.00** and Item No. 2 in the amount of **\$602,070.00**; and

**WHEREAS**, the sum of **One Million, Four Hundred four Thousand, Eight Hundred and Thirty (\$1,404,830.00) dollars**, will be budgeted for in the 2017 budget; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Rachles/Michele's Oil Company to be fair and reasonable; and

**WHEREAS**, the sum of **Fifty Thousand (\$50,000.00) Dollars** for item No. 1 is available in Operating Account No. 01-201-31-434-208; and

**WHEREAS**, the sum of **Thirty Thousand (\$30,000.00) Dollars** for item No. 2 is available in Operating Account No. 01-201-31-434-208;

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Rachles/Michel's Oil Company for the Supply and Delivery Gas and Diesel Fuel for the Department of Public Works/Division of Automotive Maintenance
2. This contract is awarded as a one-year (1) open-end contract on Item No. 1 in the amount of \$802,760.00 and Item No. 2 in the amount of \$602,070.00. The City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon;
3. The Minimum and maximum quantities for Items No. 1 and No. 2 are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(continued on Page 2)

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS & DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

6. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
- 7.
8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 Calendar Year permanent budget and in the subsequent fiscal year budget.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account shown below

**Department of Public Works/Administrative Services.**

Acct #	P.O #		Amount
01-201-31-434-208	124955	Gas Fuel Temp. Encumb.	\$50,000.00
		<b>Total Amount for Gas Fuel</b>	<b>\$802,760.00 *</b>
01-201-31-434-208	124956	Diesel Fuel Temp. Encumb.	\$30,000.00
		<b>Total Amount for Diesel Fuel</b>	<b>\$602,070.00 *</b>
		<b>Grand Total Gas &amp; Diesel</b>	<b>\$1,404,830.00 *</b>

Approved by Peter Folgado, RPPS  
for Peter Folgado, Director of Purchasing, QPA

PF/pc  
4/27/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rogando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT WITH RACHLES/MICHELE'S OIL CO. FOR PROVIDING GAS AND DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES**

**Project Manager**

Department/Division	Public Works	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	stevem@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

1. The purpose of this resolution is to approve a contract with Rachles/Michele's Oil Co. to provide gas and diesel fuel.
2. There exists a need to continue to provide gas and diesel fuel for the City's vehicle fleet.
3. The contract is for one year. The City has the option to renew the contract for two additional one year terms.
4. The City spent about \$550,000.00 in 2016 for gas.
5. The City spent about \$350,000.00 in 2016 for diesel fuel.
6. The City spent a total amount of about \$900,000.00 in 2016 for gas and diesel fuel.

**Cost (Identify all sources and amounts)**

**Unclassified Operating Account #:**  
**17-01-201-31-434-208**

1. Total Amount for gas = \$802,760.00
2. Temporary Amount for gas = \$50,000.00
3. Total Amount for diesel fuel = \$602,070.00
4. Temporary Amount for diesel fuel = \$30,000.00

**Total Contract Amount = \$1,404,830.00**  
**Total Temporary Amount = \$80,000.00**

**Contract term (include all proposed renewals)**

The date after City Council approval. The contract has two additional one year terms if exercised.

Type of award

Public Bid

If "Other Exception", enter type

**Additional Information****3 BIDDERS**

1. Rachles/Michele's Oil, Co. - \$1,404,830.00
2. National Fuel Oil, Inc. - \$1,408,760.00
3. United Metro - \$1,680,659.00

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

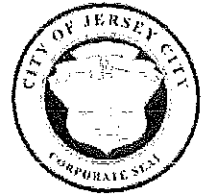
Date



STEVEN M. FULOP  
Mayor of Jersey City

# CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

**Date:** April 3, 2017  
**To:** Peter Folgado, Purchasing Director  
**From:** Patrick G. Stamato, DPW Director  
**Subject:** Recommendation Letter ( Gasoline and Diesel Fuel)

Please be advised, after a careful and thorough review of bids received for gasoline and diesel fuel, I recommend that the contract be awarded to the vendor listed below:

## ***RACHLES/MICHELE'S OIL CO.***

116 KULLER ROAD  
CLIFTON, NJ 07011

<u>VENDOR NAME</u>	<u>REQUISITION #</u>	<u>ACCOUNT #</u>	<u>CONTRACT AMOUNT</u>	<u>TEMPORARY ENCUMBRANCY</u>
Rachles/Michele's	0177900 ( Gas)	01-201-31-434-208	\$802,760.00	\$50,000.00
Rachles/Michele's	0178669( Diesel )	01-201-31-434-208	\$602,070.00	\$30,000.00
		<u>TOTAL CONTRACT AMOUNT</u>	<u>\$1,404,830.00</u>	

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the April 26<sup>th</sup>, 2017 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Thanks and have a great day!!!!!!!

PS/sb

*Patrick Stamato*  
Patrick Stamato, Director

C: Raquel Tosado, Contracts Manager  
Hector Ortiz, Asst. DPW Director  
Steve Miller, Confidential Asst.  
Eileen McCabe, Sr. Adm Analyst  
Zakia Gregory, Asst. Spvr Accounts  
Paola Campbell, Purchasing Assistant



### BID FORM

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated in the Bid Form. Contractor will bid on the maximum quantities.

The City will pay rates as outlined in this Bid Form. Such rates are inclusive of Saturday, Sunday and Holiday deliveries. All scope of work referenced in these bid specifications must be included in the below bid amount prices. Example (\*) is only for purposes of evaluating prices in this bid specification and does not reflect actual quantities.

#### GASOLINE

ITEM	QUANTITY	DESCRIPTION	UNIT COST	
A	1 Gallon	Gallon Gas	\$2.00	Not Applicable
B	1 Gallon	Price added overhead and delivery charge	\$0.0069	Not Applicable
C	400,000 Gallons	Multiply	A + B	Not Applicable
D			Total	\$802,760.00

#### DIESEL

ITEM	QUANTITY	DESCRIPTION	UNIT COST	
E	1 Gallon	DIESEL	\$2.00	Not Applicable
F	1 Gallon	Price added overhead and delivery charge	\$0.0069	Not Applicable
G	150,000 Gallons	April 1 - October 31 Multiply	E + F	Not Applicable
H			Total	\$301,035.00

#### DIESEL

ITEM	QUANTITY	DESCRIPTION	UNIT COST	
I	1 Gallon	DIESEL	\$2.00	Not Applicable
J	1 Gallon	Price added winter fuel additive charge	\$0.0069	Not Applicable
K	150,000 Gallons	November 1 - March 31 Multiply	I + J	Not Applicable
L			Total	\$301,035.00

**BID FORM (continued)**

**GRAND TOTAL PRICE ITEMS D + H + L**

The City will use the grand total price calculated by using the maximum quantities stated for items C + G. The Contractor shall be paid based on actual quantities used, however, it shall not exceed the maximum quantities without prior issuance of a change order.

\$ one million four hundred four thousand eight hundred  
(In Writing) thirty dollars

\$ 1,404,830.00  
(In Figures)

The contract will be awarded based on the grand total amount for Items D + H + L. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

**NOTE:** A bid must be entered for all items. Award of contract shall be based on all items being provided by one Contractor. The Failure to bid any one item will result in the automatic rejection of the bid at the bid reception.

- 1. THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING 01 DAYS AFTER THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.**
- 2. BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN.**

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Michele Restaino, President

Representative's Signature:

[Signature]

Name of Company:

Bachles Michele's Oil Co Inc.

Tel. No.:

973-546-1041

Date:

3/10/17

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michele Bestagno, President

Representative's Signature: *Michele Bestagno*

Name of Company: *Bochles Michale's Office Inc.*

Tel. No.: *413-310-1071*

Date: *3/10/17*

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :

Address :

Telephone No. :

Contact Name :

Barbules Michele's Oil Co Inc,  
1100 Kuller Rd Clifton, NJ 07011  
973-540-1041  
Michele Bestaino

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☒ Woman Owned business (WBE)

☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**BID FORM (continued)**

**GRAND TOTAL PRICE ITEMS D + H + L**

The City will use the grand total price calculated by using the maximum quantities stated for items C + G. The Contractor shall be paid based on actual quantities used, however, it shall not exceed the maximum quantities without prior issuance of a change order.

\$ one million four hundred four thousand eight hundred  
(In Writing) thirty dollars

\$ 1,404,830.00  
(In Figures)

The contract will be awarded based on the grand total amount for Items D + H + L. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

**NOTE:** A bid must be entered for all items. Award of contract shall be based on all items being provided by one Contractor. The Failure to bid any one item will result in the automatic rejection of the bid at the bid reception.

- 1. THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING 01 DAYS AFTER THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.**
- 2. BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN.**

Certification 17706

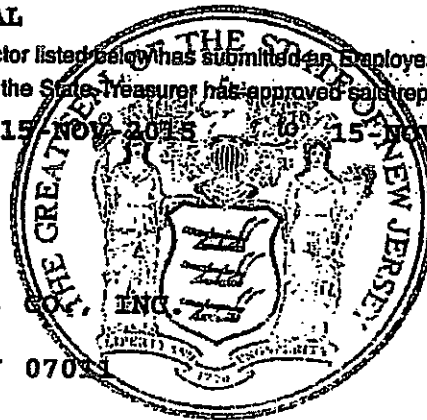
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2015 to 15-NOV-2022

RACHLES/MICHELES OIL, CO., INC.  
116 KULLER ROAD  
CLIFTON NJ 07011



*Robert A. Romano*

Robert A. Romano,  
Acting State Treasurer



05/03/12

Taxpayer Identification# 223-109-854/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.



If you have any questions or require more information, feel free to call our Registration Hotline at (800)282-8292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscone  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282	
<b>BUSINESS REGISTRATION CERTIFICATE</b>			
<b>TAXPAYER NAME:</b> RACHEL'S MICHELE'S OIL COMPANY, INC.		<b>TRADE NAME:</b>	
<b>ADDRESS:</b> 118 KULLER RD CLIFTON NJ 07011		<b>SEQUENCE NUMBER:</b> 0078579	
<b>EFFECTIVE DATE:</b> 08/14/91		<b>ISSUANCE DATE:</b> 05/03/12	
		 Director New Jersey Division of Revenue	
FORM BRC 04-01-152008400			



Revenue NJBGS

## New Jersey Division of Revenue

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0079579 FOR RACHLES/MICHELE'S OIL COMPANY, INC. IS  
VALID.

VERIFIED  
PC

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-421

Agenda No. 10-Z-24

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SNAP-ON TOOLS CORPORATION FOR THE PURCHASE AND DELIVERY OF A VEHICLE LIFT AND GARAGE ASSOCIATED EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO) COOPERATIVE PURCHASING ORGANIZATION**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the National Association of State Purchasing Officials (NASPO) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, Resolution 15-158 approved on March 11, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Purchasing Agreement with the National Association of State Purchasing Officials (NASPO); and

**WHEREAS**, a vehicle lift is needed by the Department of Public Works, Division of Automotive Maintenance; and

**WHEREAS**, the NASPO Value Point awarded a contract to Snap-On Tools Corporation, for vehicle lifts and garage associated equipment that the City desires to purchase; and

**WHEREAS**, the Department of Public Works, Division of Automotive Maintenance wishes to purchase a vehicle lift from Snap-On Tools Corporation, P.O. Box 9004, Crystal Lake, Illinois 60039 who is in possession of NASPO contract 05316; and

**WHEREAS**, the total amount of the contract is \$25,879.85; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

(Continued on page 2)

City Clerk File No. Res. 17-421Agenda No. 10.Z.24 MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SNAP-ON TOOLS CORPORATION FOR THE PURCHASE AND DELIVERY OF A VEHICLE LIFT AND GARAGE ASSOCIATED EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO) COOPERATIVE PURCHASING ORGANIZATION**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$25,879.85 is awarded to Snap-On Corporation for a vehicle lift and garage associated equipment.
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
3. The term of the contract will be completed upon the delivery of the goods or services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Capital Account  
04-215-55-124-990

PO #  
124767

Total Contract  
\$25,879.85

Approved: Peter Folgado, Director of Purchasing,  
QPA, RPPO

4/27/17

Date

PF/pv  
4/12/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

Joanne Monahan  
for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SNAP-ON TOOLS CORPORATION FOR THE PURCHASE AND DELIVERY OF A VEHICLE LIFT AND GARAGE ASSOCIATED EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO) COOPERATIVE PURCHASING ORGANIZATION.

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4400	ortizh@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ↓ To purchase a scissor lift for the automotive shop.
- ↓ 14,000 lbs lifting capacity.
- ↓ Open front and rear access between lifting platforms.
- ↓ Wide drive on runway platforms improves ease of vehicle positioning.

**Cost (Identify all sources and amounts)**

04-215-55-124-990 (Automotive Capital)  
Contract amount = \$25,879.85

**Contract term (include all proposed renewals)**

One time purchase.

Type of award **NASPO COOPERATIVE AWARD**

If "Other Exception", enter type  
Additional Information

NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO) COOPERATIVE PURCHASING ORGANIZATION

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

04/25/17

Signature of Purchasing Director

Date

4/27/17



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

Page 1

**PURCHASE ORDER NUMBER**

**124767**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

CHECK NO. \_\_\_\_\_

CHECK DATE \_\_\_\_\_

VOUCHER NO. \_\_\_\_\_

VENDOR INV.# \_\_\_\_\_

REQUISITION # **0178787**

BUYER **COOP-RESO**

DATE	VENDOR NO.
04/18/2017	SN515340

**VENDOR INFORMATION**

**SNAP-ON TOOLS CORP.**  
**A DIVISION OF IDSC HOLDINGS**  
**PO BOX 9004**  
**ATTN: MARK**  
**CRYSTAL LAKE IL 60039**

**DELIVER TO**  
**AUTOMOTIVE**  
**13-15 LINDEN AVENUE EAST**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

**BILL TO**  
**AUTOMOTIVE**  
**13-15 LINDEN AVENUE EAST**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	VEHICLE LIFT 14 K SCISSOR SHORT LOCK /LIGHT, ITEM # EELR589A	04-215-55-124-990	23,580.5200	23,580.52
1.00	EA	DUCT COVER ITEM # EAK0277J57A	04-215-55-124-990	85.5500	85.55
2.00	EA	KIT PADDLE TT ITEM # EAK0277J28A	04-215-55-124-990	65.3900	130.78
1.00	EA	LIFT SHIM KIT ITEM # EAK0299T41A	04-215-55-124-990	208.0000	208.00
1.00	EA	INSTALLATION CHARGE  FOR: DPW AUTOMOTIVE GARAGE  NASPO/VP CONTRACT: 05316, MEMBER ID: 5272030  QUOTE: CRM-001-92904725 BY MARC.E.PEREZ@SNAPON.COM  CUSTOMER: 201134047  COOP-RESO _____, APPROVED _____	04-215-55-124-990	1,875.0000	1,875.00
TAX EXEMPTION NO. <b>22-6002013</b>				<b>PO Total</b>	<b>25,879.85</b>

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

Requisition #

0178787

## CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Assigned PO #

Vendor  
SNAP-ON TOOLS CORP.  
A DIVISION OF IDSC HOLDINGS  
PO BOX 9004  
CRYSTAL LAKE IL 60039  
SN515340Dept. Bill To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITYDept. Ship To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305Contact Info  
Hector Ortiz  
015474400.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	VEHICLE LIFT 14 K SCISSOR SHORT LOCK /LIGHT, ITEM # EELR589A	0421555124990	23,580.52	23,580.52
1.00	EA	DUCT COVER ITEM # EAK0277J57A	0421555124990	85.55	85.55
2.00	EA	KIT PADDLE TT ITEM # EAK0277J28A	0421555124990	65.39	130.78
1.00	EA	LIFT SHIM KIT ITEM # EAK0299T41A	0421555124990	208.00	208.00
1.00	EA	INSTALLATION CHARGE	0421555124990	1,875.00	1,875.00

FOR: DPW AUTOMOTIVE GARAGE

NASPO/VP CONTRACT: 05316, MEMBER ID: 5272030

QUOTE: CRM-001-92904725

QUOTE: 201134047 BY  
MARC.E.PEREZ@SNAPON.COM

COOP-RESO\_\_\_\_\_, APPROVED\_\_\_\_\_

Requisition Total 25,879.85

Req. Date: 04/11/2017

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:\_\_\_\_\_

This Is Not A Purchase Order

04-215-55-124-990

**Snap-on  
Industrial****Quote**

Submit To: Snap-on Industrial,  
A Division of IDSC Holdings LLC  
PO BOX 9004  
Crystal Lake, IL 60014-9004  
  
877-740-1900

Number CRM-001-92904725  
Type Quote  
Customer # 201134047  
Cust PO # Hector Ortiz  
Ship Via UPS GROUND  
Terms P30 - NET 30 DAYS  
Sales Rep Marc Perez / 201-650-3176  
Fax/Mobile  
E-mail marc.e.perez@snapon.com

Date: 4/5/2017  
Valid Until: 6/4/2017

Delivery To: 201134047

AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY, NJ 07305

ATTN: Hector Ortiz

BILL To: 200738248

JERSEY CITY DPW  
VOUCHER REQUIRED  
JERSEY CITY, NJ 07305

Item	Description	Qty	Unit Price	Total
EELR589A	14K SCISSOR SHORT LOCK/ LIGHT	1	23,580.52	23,580.52
EAK0277J57A	DUCT COVER	1	85.55	85.55
EAK0277J28A	KIT PADDLE TT	2	65.39	130.78
*EAK0299T41A	Scissor Lift shim kit	1	208.00	208.00
INSTALLIFT	EQUIPMENT INSTALL CHARGE	1,875	1.00	1,875.00

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

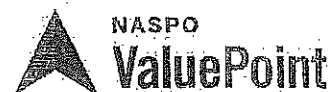
\*Please provide vendor and pricing information to customer service on this part number.

Sub Total	\$25,879.85
Freight	\$0.00
Tax Total	\$0.00
<b>Total</b>	<b>\$25,879.85</b>





15.158  
3.11.15



**NASPO ValuePoint/State of Washington  
PARTICIPATING ADDENDUM  
FOR VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

**Between**

**The State of Washington and Snap-on Industrial, a Division of IDSC Holdings LLC**

This Participating Addendum will add City of Jersey City as a Participating Entity to Washington Master Agreement #05316, with Snap-on Industrial.

1. Scope: This addendum covers Vehicle Lifts and Garage Associated Equipment for local government entities and political subdivisions.
2. Agreement Period of 02-10-2017 through 02-10-2019
3. Primary Contact: The primary government contact for this participating addendum is as follows:  
Contact: PATRICIA M VEGA  
State/Political Entity: City of Jersey City  
Address: 394 CENTRAL AVE STE 3  
City, State, Zip: JERSEY CITY, NJ 07307  
Phone: (201) 547-4278  
Email: vegap@jcni.org
4. Contract Number: The contract number for the Participating Entity is: Not Applicable

This participating addendum and the NASPO/Washington Master Agreement #05316 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Purchasing Entity: City of Jersey City

By: Patricia M Vega (<= Sign here)

Name: PATRICIA M VEGA

Title: ASST PURCHASING AGENT

Date: 4/5/17

Snap-on Industrial, a Division  
Contractor: of IDSC Holdings LLC

By: Andrew R. Ginger

Name: Andrew R. Ginger

Title: President, Industrial Division

Date: 4/7/17

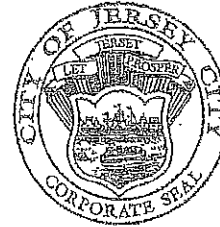
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.158

Agenda No. 10.0

Approved: MAR 11 2015

TITLE:



## RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE WESTERN STATES CONTRACTING ALLIANCE/NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (WSCA-NASPO) COOPERATIVE PURCHASING ORGANIZATION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, the Western States Contracting Alliance/National Association of State Purchasing Officials (WSCA-NASPO) is a nationally-recognized and accepted cooperative purchasing organization that was developed utilizing a competitive bidding process; and

WHEREAS, the Western States Contracting Alliance/National Association of State Purchasing Officials (WSCA-NASPO) Cooperative Purchasing Organization has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the Western States Contracting Alliance/National Association of State Purchasing Officials (WSCA-NASPO) Cooperative Purchasing Organization to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Western States Contracting Alliance/National Association of State Purchasing Officials (WSCA-NASPO) Cooperative Purchasing Organization; and
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.11.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE WESTERN STATES  
CONTRACTING ALLIANCE/NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS  
(WSCA-NASPO) COOPERATIVE PURCHASING ORGANIZATION

**Initiator**

Department/Division	ADMINISTRATION	PURCHASING
Name/Title	PETER FOLGADO	DIRECTOR
Phone/email	204-547-4896	peterf@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The City desires to join the Western States Contracting Alliance/National Association of State Purchasing Officials (WSCA-NASPO) Cooperative Purchasing Organization to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City

I certify that all the facts presented herein are accurate.

*Peter M. Folgado for P. Folgado DPA*  
Signature of Department Director

2-27-15  
Date

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## AUTHORIZING STATE STATUTES - New Jersey

### ProcureSource

[Select to View Other State/Territory Statutes:](#) [Back to State Statutes Map](#)

#### State of New Jersey Statutes

Title 52 State Government, Departments and Officers

Chapter 52:34-6.2 Cooperative purchasing agreements with other states for purchase of goods, services; rules, regulations  
Section 7

a. Notwithstanding the provisions of any other law to the contrary except the provisions of R.S.30:4-95, and as an alternative to the procedures concerning the awarding of public contracts provided in P.L.1954, c.48 (C.52:34-6 et seq.), the Director of the Division of Purchase and Property in the Department of the Treasury may enter into cooperative purchasing agreements with one or more other states, or political subdivisions thereof, for the purchase of goods and services. A cooperative purchasing agreement shall allow the jurisdictions which are parties thereto to standardize and combine their requirements for the purchase of a particular good or service into a single contract solicitation which shall be competitively bid and awarded by one of the jurisdictions on behalf of jurisdictions participating in the contract.

b. (1) The director may elect to purchase goods or services through a contract awarded pursuant to a cooperative purchasing agreement whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded or already awarded through a cooperative purchasing agreement, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(2) The director may also elect to purchase goods or services through a contract awarded pursuant to a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, in which other states participate, whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded through a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, fire district, or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

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[State Statutes](#)  
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[Cooperative](#)Copyright © 2014 ProcureSource [Privacy Policy](#) | [User Terms of Service](#) | [Supplier Terms of Service](#)  
Powered by Equal Level

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name:	Snap-on Industrial, a Division of IDSC Holdings LLC		
Address:	2801-80th Street		
City:	Kenosha	State:	WI
		Zip:	53143-5656

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature \_\_\_\_\_

Andrew R. Ginger  
Printed Name

President, Industrial Division  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Snap-on Industrial, a ~~business entity~~ <sup>Division of IDSC Holdings LLC</sup> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jermaine D. Robinson

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership     
 ☐ Corporation     
 ☐ Sole Proprietorship     
 ☐ Subchapter S Corporation  
☐ Limited Partnership     
☒ Limited Liability <sup>Company</sup> Corporation     
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
n/a - Snap-on Industrial, a Division of IDSC Holdings LLC is a Wisconsin Limited Liability Company. Whose sole member is Snap-on Incorporated. Snap-on Incorporated's stockholder information is attached here to.	

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Snap-on Industrial, a Division of IDSC Holdings LLC

Signed: Andrew R. Ginger Title: President, Industrial Division

Print Name: Andrew R. Ginger Date: 4/12/17

Subscribed and sworn before me this 12<sup>th</sup> day of April, 2017

My Commission expires: March 18, 2018

Carol R. Connolly

(Affiant) Notary

Carol L. Connolly, Notary Public State of Wisconsin

(Print name & title of affiant) (Corporate Seal) Notary No Seal



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Snap-on Industrial, a Division of IDSC Holdings LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding April 26, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Snap-on Industrial, a Division of IDSC Holdings LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Snap-on Industrial, a Division of IDSC Holdings LLC

Signed: Andrew R. Ginger Title: President, Industrial Division

Print Name: Andrew R. Ginger Date: 4/12/17

Subscribed and sworn before me  
this 12<sup>th</sup> day of April, 2017.

My Commission expires: March 18, 2018

Carol L. Connelly  
(Affiant) Notary  
Carol L. Connelly, Notary Public, State of Wisconsin  
(Print name & title of affiant) (Corporate Seal)  
Notary No Seal

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

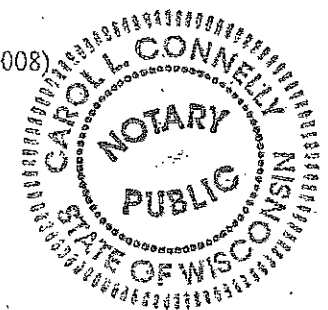


EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

attached

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Andrew R. Ginger, President Industrial Division

Representative's Signature:

Name of Company: Snap-on Industrial, a Division of IDSC Holdings LLC

Tel. No.: 201-650-3176

Date: 4/12/17

(Account Manager)  
Marc Perez

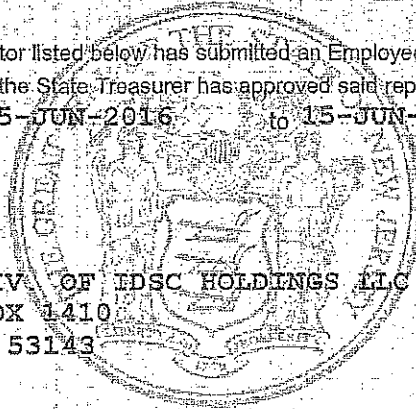


Certification 1490

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2016** to **15-JUN-2019**

SNAP-ON INDUSTRIAL, DIV. OF EDSC HOLDINGS LLC  
2801-80TH ST., P.O. BOX 4410  
KENOSHA WI 53143



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** IDSC HOLDINGS LLC  
**Trade Name:** SNAP-ON INDUSTRIAL  
**Address:** 2801 80TH STREET  
KENOSHA, WI 53143-5656  
**Certificate Number:** 1464672  
**Effective Date:** February 04, 2009  
**Date of Issuance:** April 18, 2017

**For Office Use Only:**  
20170418132808938

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, NJ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Andrew R. Ginger, President Industrial Division  
Representative's Signature: [Signature]  
Name of Company: Snap-on Industrial, a Division of IDS Holdings LLC  
Tel. No.: 201-650-3176 Date: 2/12/17  
(Account Manager Marc Perez)

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Snap-on Industrial, a Division of IDSC Holdings LLC  
Address : 2801-80th Street, Kenosha, WI 53143-5656  
Telephone No. : 201-650-3176  
Contact Name : Marc Perez, Account Manager

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions**  
**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Snap-on Industrial, a Division of IDSC Holdings LLC

Address: 2801-80th Street, Kenosha, WI 53143-5656

Telephone No.: 201-650-3176

Contact Name: Marc Perez, Account Manager

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

to be placed on a "Non-reporting Basis". Call or write the Division to obtain the proper forms (ST-6205) at  
State of New Jersey Division of Taxation, P.O. Box 252, Trenton, N.J. 08646-0252 (609) 292-1730.  
This Certificate of Authority (CA-1) must be displayed at your place of business.

364-070-294/000

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:  
**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

*Maureen Adams*  
Director, Division of Taxation

IDSC HOLDINGS, LLC  
SNAP-ON INDUSTRIAL  
2801 80TH STREET  
KENOSHA WI 53141-1410

Tax Registration No.: XXX-XXX-294/000

Tax Effective Date: 01-01-09

Document Locator No.: C0000999999

Date Issued: 02-04-09

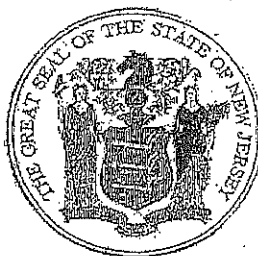
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CERT-1 (7-06)

(See Reverse Side)

Certificate Number  
606382

Registration Date: 02/11/2016  
Expiration Date: 02/10/2018



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Snap-on Industrial Division of ID36 Holdings LLC

**Responsible Representative(s):**

Thomas Ward, President  
Andrew Ginger, Vice-President  
Gerald Heinz, Secretary  
Jeffrey Kostrzew, Treasurer

**Responsible Representative(s):**

Gustavo Gonzalves, Vice-President  
Bradley Lewis, Vice-President  
Steven Bartels, Treasurer

A handwritten signature in cursive script, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-422

Agenda No. 10.Z.25

Approved: MAY 10 2017

TITLE:



**RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

COUNCIL  
following resolution:

offered and moved adoption of the

**WHEREAS**, the City of Jersey City ("City") prepared bid specifications for chain link fencing and accepted bids on three different occasions; and

**WHEREAS**, on the first occasion one bidder responded; and

**WHEREAS**, on the second occasion, the City received one bid and rejected the bid because the bid substantially exceeded the pre-bid estimate; and

**WHEREAS**, on the third occasion the City received two bids from Willie's Fence Company and Guardian Fence Company; and

**WHEREAS**, both bids exceeded the City's pre-bid estimate; and

**WHEREAS**, the City notified both Willie's Fence Company and Guardian Fence Company, of its intention to award a negotiated contract pursuant to N.J.S.A. 40A:11-5(3), and

**WHEREAS**, Willie's Fence Company submitted a quote in the amount of \$328,186.25 and Guardian Fence Company submitted a quote in the amount of \$333,298.00 and;

**WHEREAS**, Willie's Fence Company agrees to perform the chain link fencing contract for a total contract price of \$328,186.25; and

**WHEREAS**, the Purchasing Agent and Park Maintenance Director consider this to be a fair and reasonable price; and

**WHEREAS**, the terms, conditions, restrictions and specifications set forth in the negotiated contract have not been changed from those which were the subject of competitive bidding; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay -to-Play Law); and

**WHEREAS**, the Director of the Division of Park Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

(CONTINUED ON PAGE 2)



## TITLE:

**RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds for this contract are available in the Department of Public Works General Capital Account Nos.

04-215-55-897-990	PO# <u>124887</u>	\$67,348.50
04-215-55-934-990	PO# <u>124886</u>	\$260,837.75

**NOW, THEREFORE**, Be It Resolved by the Municipal Council of the City of Jersey City that;

- 1) A contract in the amount of \$328,186.25 for providing chain link fencing citywide is awarded to Willie's Fence Company;
- 2) This contract is awarded as a negotiated contract pursuant to the provisions of N.J.S.A. 40A:11-5(3). The terms and conditions of this negotiated contract are substantially the same as the bid specifications advertised by the City;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 4) The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(CONTINUED ON PAGE 3)

TITLE:

**RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

5) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, hereby certify that funds are available for the payment of this resolution in Account No.

04-215-55-897-990

PO# 124887

\$67,348.50

04-215-55-934-990

PO# 124886

\$260,837.75

April 25, 2017

PS/sb

Approved by: \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: [Signature] 4/25/17  
APPROVED AS TO LEGAL FORM  
APPROVED: [Signature] Joanne Monahan  
Business Administrator Corporation Counsel  
Certification Required ☒  
Not Required ☐ APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMEN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

## RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

**RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO WILLIE'S FENCE COMPANY TO PROVIDE CHAIN LINK FENCING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**

### Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Park Director
Phone/email	201-547-4449	socasio@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Contract Purpose

The purpose of this resolution is to provide:

- ✦ Provide chain link fencing citywide.
- ✦ The City of Jersey City ("City") prepared bid specifications for chain link fence and accepted bids on three different occasions.
- ✦ On the second occasion, the City received one bid and rejected the bid because the bid substantially exceeded the pre-bid estimate.
- ✦ On the third occasion the City received two bids from Willie's Fence Company and Guardian Fence Company.
- ✦ The City notified both Willie's Fence Company and Guardian Fence Company, of its intention to award a negotiated contract pursuant to N.J.S.A. 40A:11-5(3).
- ✦ Willie's Fence Company submitted a quote in the amount of \$328,186.25 and Guardian Fence Company submitted a quote in the amount of \$333,298.00.
- ✦ Willie's Fence Company agrees to perform the chain link fencing for a total contract price of \$328,186.25.
- ✦ DPW spent about \$680,000.00 from 2013 through 2016.

### Cost (Identify all sources and amounts)

04-215-55-897-990 for \$67,348.50 (cap acct)  
04-215-55-934-990 for \$260,837.75(cap acct)  
**Total Contract amount = \$328,186.25**

### Contract term (include all proposed renewals)

Contract is for one year with the City having the option to renew for two additional one year terms.

### Type of award

Negotiated Contract award

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for chain link fencing Citywide.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Willie's Fence Company.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

05/01/17

Date

  
Patrick G. Stamato, DPW Director



# WILLIE'S FENCE COMPANY

---

April 18, 2017

Mr. Peter Folgado QPA  
City of Jersey City  
394 Central Ave.  
Jersey City, NJ 07307

Dear: Mr. Folgado,

In reference to bid proposal RFP2017-002, On line item #23 there was a miscalculation of \$25.00. The correct total for line item #23 should have been a total of \$1937.50. This raises the total bid price to \$328,186.25. I look forward to working with you in the future and hope to hear from you soon.

Sincerely,

*William Costigan*

William Costigan  
Vice President

WILLIE FENCE

**SCOPE OF WORK MATERIAL AND SERVICE DESCRIPTION**

**BIDDERS MUST BID ON THE FOLLOWING ITEMS OR THE BID WILL BE REJECTED**

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1.	100'	LINEAR FOOT	FENCE, CHAIN, LINK COMPLETE, INSTALL, 4' HIGH ALUMINUM COATED	\$ 12.15	\$ 1215.00
2.	100'	LINEAR FOOT	FENCE, CHAIN, LINK COMPLETE, INSTALL, 4' PVC COATED	\$ 18.00	\$ 1800.00
3.	1,000'	LINEAR FOOT	FENCE, CHAIN, LINK COMPLETE, INSTALL, 7' HIGH ALUMINUM COATED	\$ 22.50	\$ 22,500.00
4.	500'	LINEAR FOOT	FENCE, CHAIN, LINK COMPLETE, INSTALL, 7' HIGH PVC COATED	\$ 22.35	\$ 11,175.00
5.	500'	LINEAR FOOT	FENCE, CHAIN, LINK COMPLETE, INSTALL, 8' HIGH ALUMINUM COATED	\$ 32.65	\$ 16,325.00
6.	400'	LINEAR FOOT	FENCE, CHAIN, LINK COMPLETE, INSTALL, 8' PVC COATED	\$ 34.45	\$ 13,780.00
7.	375'	LINEAR FOOT	FENCE, CHAIN, LINK COMPLETE, INSTALL, 8' HIGH ALUMINUM COATED WITH RAIL	\$ 32.65	\$ 12,243.75
8.	375'	LINEAR FOOT	FENCE, CHAIN, LINK INSTALL, REPLACE 4' HIGH FABRIC ONLY, ALUMINUM COATED.	\$ 7.20	\$ 2700.00
9.	250'	LINEAR FOOT	FENCE, CHAIN, LINK INSTALL, REPLACE 4' HIGH FABRIC ONLY, PVC COATED.	\$ 9.00	\$ 2250.00

**SCOPE OF WORK MATERIAL AND SERVICE DESCRIPTION  
CONTINUED**

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
10.	500'	LINEAR FOOT	FENCE, CHAIN, LINK INSTALL. REPLACE 7' HIGH FABRIC ONLY, ALUMINUM COATED	\$ 8.10	\$ 4,050.00
11.	500	LINEAR FOOT	FENCE, CHAIN, LINK, INSTALL, REPLACE 7' HIGH FABRIC ONLY, PVC COATED.	\$ 10.80	\$ 5,400.00
12.	375'	LINEAR FOOT	FENCE, CHAIN, LINK COMPLETE, INSTALL, 8' HIGH FABRIC ONLY ALUMINUM COATED	\$ 10.80	\$ 4,050.00
13.	100'	LINEAR FOOT	FENCE, CHAIN, LINK INSTALL, REPLACE 8' HIGH FABRIC ONLY PVC COATED.	\$12.60 <del>7.20</del>	\$1260.00 <del>7,200.00</del>
14.	1,000'	LINEAR FOOT	FENCE, REMOVE EXISTING AND ALL COMPONENTS	\$ 7.20	\$ 7,200.00
15.	100'	LINEAR FOOT	FENCE, CHAIN, LINK ALUM, TYPE (WITH CURVE TOP) INSTALL COMPLETE	\$ 27.00	\$ 2700.00
16.	100'	LINEAR FOOT	FENCE, CHAIN, LINK ALUMINUM INSTALL, BRIDGE TYPE (6'3" HIGH) COMPLETE	\$ 36.00	\$ 3600.00
17.	375'	LINEAR FOOT	HORIZONTAL BAR ON BRIDGE CURVED TO FENCE, INSTALLATION	\$ 13.50	\$ 5062.50
18.	125'	LINEAR FOOT	BRIDGE TYPE CAGING ALUMINUM, CHAIN LINK FENCING 4'-6'-3' HIGH INSTALL	\$ 54.00	\$ 6,750.00
19.	125'	LINEAR FOOT	BRIDGE RAIL, REMOVE EXISTING AND ALL COMPONENTS	\$ 13.50	\$ 1687.50

**SCOPE OF WORK MATERIAL AND SERVICE DESCRIPTION  
CONTINUED**

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
20.	125'	LINEAR FOOT	BRIDGE FENCE, REMOVE EXISTING AND ALL COMPONENTS	\$ 13.50	\$ 1,687.50
21.	125'	LINEAR FOOT	MEDIAN BARRIER CHAIN, LINK FENCE ALUMINUM COATED, 3'HIGH, 1" MESH, 2 INCH SQUARE POSTS, INSTALL COMPLETE	\$ 13.50	\$ 1,687.50
22.	125'	LINEAR FOOT	MEDIAN BARRIER CHAIN, LINK FENCE ALUMINUM COATED, 4'HIGH, 1" MESH, 2 INCH SQUARE POSTS, INSTALL COMPLETE	\$ 16.20	\$ 2,025.00
23	125'	LINEAR FOOT	MEDIAN BARRIER CHAIN, LINK FENCE, PVC COATED, 3' HIGH, 1" MESH, 2 INCH SQUARE POSTS, INSTALL COMPLETE	\$ 15.50	\$ 1,937.50
24	1,000'	LINEAR FOOT	MEDIAN BARRIER CHAIN, LINK FENCE ALUMINUM COATED, 6'HIGH, 1" MESH, INSTALL COMPLETE	\$ 20.00	\$ 20,000.00
25.	0-100	EACH	48" GATE ALUMINUM COATED, SWING, INSTALLED	\$ 400	\$ 40,000.00
26.	0-100	SQUARE FOOT	NON VEGETATIVE SURFACE, POLYESTER MATTING	\$ 10.00	\$ 1,000.00
27.	0-100	EACH	84" GATE ALUMINUM COATED	\$ 500.00	\$ 50,000.00
28.	0-100	EACH	96" GATE ALUMINUM COATED	\$ 600	\$ 60,000.00

**\$1,937.50**



**SCOPE OF WORK MATERIAL AND SERVICE DESCRIPTION  
CONTINUED**

ITEM	QTY	UNIT MEASURE	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
29.	0-100	EACH	FENCE LINE POST, NEW, INSTALL 4'HIGH GALVANIZED	\$ 12.00	\$ 1200.00
30.	0-100	EACH	FENCE LINE POST, NEW INSTALL 7'HIGH GALVANIZED	\$ 17.00	\$ 1700.00
31.	0-100	EACH	FENCE LINE POST, NEW, INSTALL 8' HIGH GALVANIZED	\$ 19.00	\$ 1900.00
32.	0-100	EACH	FENCE LINE POST, NEW, INSTALL 4' HIGH GALVANIZED	\$ 12.00	\$ 1200.00
33.	0-100	EACH	MEDIAN BARRIER CHAIN, LINK END ASSEMBLY WITH BREAKAWAY POST ON APPROACH AND TRAILING ENDS ALUMINUM COATED, 6' HIGH, 10 FENCE POST SPACING INSTALL COMPLETE	\$ 28.00	\$ 2800.00
34.	0-100	EACH	MEDIAN BARRIER CHAIN, LINK FENCE END ASSEMBLY WITH BREAKAWAY POST ON APPROACH AND TRAILING ENDS, VINYL COATED, 6' HIGH, 10 FENCE POST SPACING INSTALL COMPLETE	\$ 30.00	\$ 3000.00
35.	0-100	EACH	INTERMEDIATE MEDIAN BARRIER BREAKAWAY FENCE POST, SINGLE POST OF THE END TREATMENT DETAIL WITH TOP CABLE GUIDE	\$ 15.00	\$ 1500.00
36.	0-100	EACH	3 FOOT FENCING SLATE IN ALL COLORS(GREEN, WHITE, TAN/ BROWN, BLACK)	\$ 5.00	\$ 500.00

**SCOPE OF WORK MATERIAL AND SERVICE DESCRIPTION  
CONTINUED**

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
37.	0-100	EACH	4 FOOT FENCING SLATS IN ALL COLORS (GREEN, WHITE, TAN/ BROWN, BLACK)	\$ 6.00	\$ 600.00
38	0-100	EACH	6 FOOT FENCING SLATS IN ALL COLORS (GREEN, WHITE, TAN/ BROWN, BLACK)	\$ 8.00	\$ 800.00
39.	0-100	EACH	6.3 FOOT FENCING SLATS IN ALL COLORS (GREEN, WHITE, TAN/ BROWN, BLACK)	\$ 9.00	\$ 900.00
40.	0-100	EACH	7 FOOT FENCING SLATS IN ALL COLORS (GREEN, WHITE, TAN/ BROWN, BLACK)	\$ 10.00	\$ 1,000.00
41.	0-100	EACH	FOOT FENCING SLATES IN ALL COLORS (GREEN, WHITE, TAN/ BROWN, BLACK)	\$ 11.00	\$ 1,100.00
42.	0-100	EACH	SURE LOC FABRIC FASTENERS	\$ 3.00	\$ 300.00
43.	0-100	HOURLY	FENCING INSTALLATION/REPAIR EMERGENCY REQUEST	\$ 56.00	\$ 5600.00

*A see attached \*  
letter from  
Willie for the  
correct price.*

page 26

*\$ 328,161.25  
original Submission*

*after change to  
item 23*

*\$ 328,186.25  
new total.*

BID PROPOSAL  
(CONTINUE)

GRAND TOTAL PRICE 1 THROUGH 49

The price include all labor, material, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid base upon the actual quantities use; however, it shall not exceed the estimated quantity without prior issuance of change order.

INCLUSIVE

Three Hundred Twenty Seven Eight  
Hundred Fifty one Dollars & Twenty Five Cents \$ 327,861.25  
(In Writing)

The contract will be awarded on the grand total amount of item nos. 1 through 49 above. However it is understood that the Unit prices for quantities are base upon a good faith estimate of the quantities of the time needed: therefore, the actual Contract price, which cannot be determined until completion of the project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, The City shall have the option to renew the contract for two (2) additional (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and published quarterly by the United State Department of commerce, Bureau of Economic Analysis.

Total Amount  
\$ 328,186.25



STEVEN M. FULOP  
Mayor of Jersey City

# CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

**Date:** April 21, 2017  
**To:** Peter Folgado, Purchasing Director  
**From:** Patrick G. Stamato , DPW Director  
**Subject :** Recommendation Letter ( Chain Link Fencing)

Please be advised, after a careful and thorough review of bids received for chain link fencing, I recommend that the contract be awarded to the vendor listed below:

***WILLIE'S FENCE CO***  
12 DELAWARE AVENUE  
JERSEY CITY, NJ 07304

<u>VENDOR NAME</u>	<u>REQUISTION #</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
Willie's Fence	0178924	04-215-55-897-990	\$67,348.50
Willie's Fence	0177864	04-215-55-934-990	\$260,837.75
		<u>TOTAL CONTRACT AMOUNT</u>	<u>\$328,186.25</u>

Please proceed and utilize the following requisitions listed above. Kindly draft the awarding resolution for the May 10<sup>th</sup>, 2017 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Thanks and have a great day!!!!!!!

PS/sb

Patrick Stamato, Director

C: Raquel Tosado, Contracts Manager  
Hector Ortiz, Asst. DPW Director  
Sammy Ocasio, Director of Park Maintenance  
Steve Miller, Confidential Asst.  
Eileen McCabe, Sr. Adm Analyst  
Zakia Gregory, Asst. Spvr Accounts  
Elizabeth Harley, Asst. Spvr Accounts  
Paola Campbell, Purchasing Assistant

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	Willies Fence Company LLC		
Address:	12 De laucha rd		
City:	Jersey City NJ	State:	NJ
		Zip:	07304

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature William Carter

William Costigan  
Printed Name

Vice President  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20,26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Willies Fence Company LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Willies Fence Company LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Willies Fence Company LLC

Signed William Castigan Title: Vice President

Print Name William Castigan Date: 04/26/2017

Subscribed and sworn before me  
this 26 day of April, 2017.

My Commission expires:

My Commission Expires June 11, 2025.

Nathaniel Hord  
(Affiant)  
Nathaniel Hord - Notary of SC  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

### Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jermaine D. Robinson

### Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation  
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Kathleen T Costigan	12 Delaware Ave Jersey City NJ 07304
William Costigan	12 Delaware Ave Jersey City NJ 07304

### Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: William Peace LLC

Signed: William Costigan

Title: V.P.

Print Name: William Costigan

Date: 4/26/17

Subscribed and sworn before me this 24 day of April, 2017

My Commission expires:

My Commission Expires June 11, 2025

Nathaniel Hold  
(Affiant)  
Nathaniel Hold - Notary of SC  
(Print name & title of affiant) (Corporate Seal)

**CITY OF JERSEY CITY**394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307**Requisition****Requisition #****0178924****Assigned PO #****Vendor****Dept. Bill To**  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305**Dept. Ship To**  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305**Contact Info**  
Sammy Ocasio  
2015474449

Quantity	UOM	Description	Account	Unit Price	Total
1.00	BID	ENCUMBRANCY FOR: CHAIN LINK FENCING CITYWIDE  PUBLIC BID ***	04-215-55-897-990	.00	.00

**Requisition Total .00**

Req. Date: 04/21/2017

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**





STEVEN M. FULOP  
Mayor of Jersey City

**CITY OF JERSEY CITY**  
**DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

Date: April 20, 2017

To: Patrick Stamato, Director, Department of Public Works  
Hector Ortiz, Asst. Director, Department of Public Works

From: Sammy Ocasio, Director, Division of Park Maintenance


**Subject: Recommendation for Chain Link Fencing**

After reviewing the (2) bids received on Tuesday, April 18, 2017 I recommend that the contract in the amount of \$328,186.25 be awarded to Willie's Fencing Company LLC.

**Willie's Fencing Company**  
12 Delaware Avenue  
Jersey City, New Jersey  
Attn: William Costigan, Vice President  
Tel: 908-988-0241

If you have any questions or concerns please contact me at 201-547-4449.

Thank you



Sammy Ocasio, Director  
Division of Park Maintenance

SO/eh

c: Silendra Baijnauth, Fiscal Officer/DPW  
file

## PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

### STOCKHOLDERS:

Name	Address	% owned
Kathleen T. Carfigan	12 Delaware Ave JENKINS 07804	51
William Carfigan	10 Delaware Ave JENKINS 07804	49

SIGNATURE: William Carfigan

TITLE: Vice President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY February 24 OF 2017

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 2018

NICOLE M. WALTERS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/9/2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements for Construction Contracts should be directed to:

Jeana F. Abuan, Supervising Administrative Analyst, Public Agency Compliance Officer  
Department of Administration /Office of Tax Abatement & Compliance  
13-15 Linden Avenue East 2<sup>nd</sup> Floor  
Jersey City, N.J. 07305  
Tel. # 201-547-4538  
E-mail Address: AbuanJ@JCNJ.ORG

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): William Carigan Vice President

Representative's Signature: William Carigan

Name of Company: William Carigan Company Tel. No.: 201 986 0241 Date: 4-11-17

# STATE OF NEW JERSEY

DEPARTMENT OF TREASURY AND BUDGET  
CONSTRUCTION COMPLIANCE MONITORING PROGRAM

FORM 1000

Revised 11/11

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing this form, go to: <http://www.state.nj.gov/treasury/budget/compliance/initialreport.pdf>

Official Use Only

Assignment

Date

1. CONTRACTOR NUMBER  
**9889**

2. NAME AND ADDRESS OF THE AGENCY OR AGENCY CONTRACTOR  
Name: **City of Jersey City/Relloc**

3. NAME AND ADDRESS OF THE CONTRACTOR  
Name: **Willow Fence Company LLC**

Address: **11-15 Linden Ave  
Jersey City NJ 07304**

Address: **12 Delaware Ave**

CONTRACT NUMBER: **21547449** DATE OF AWARD: **3/1/17** DOLLAR AMOUNT OF AWARD

City: **Jersey City** State: **NJ** Zip: **07304**

4. NAME AND ADDRESS OF PROJECT  
Name: **Relloc**  
Address: **Relloc**

5. IS THIS PROJECT COVERED BY A PREVIOUS AWARD AGREEMENT? YES ☐ NO ☒

6. TRADE OR CRAFT	INDICATE THE NUMBER OF PERSONS EMPLOYED		INDICATE THE NUMBER OF PERSONS EMPLOYED		PROJECTED START DATE	PROJECTED COMPLETION DATE
	1	2	3	4		
1. ASSISTANT WORKER						
2. BRICKLAYER OR MASON						
3. CARPENTER						
4. ELECTRICIAN						
5. GLAZIER						
6. HVAC MECHANIC						
7. IRONWORKER						
8. OPERATING ENGINEER						
9. PAINTER						
10. PLUMBER						
11. ROOFER						
12. SHEET METAL WORKER						
13. SPRINKLER FITTER						
14. STEAMFITTER						
15. SURVEYOR						
16. TILER						
17. TRUCK DRIVER						
18. LABORER		1	1			
19. OTHER						
20. OTHER						

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are

willfully  
false, I am subject to punishment.

**Willow Fence**

**William Costigan**

**Vice President**

201 988 0241

02/22/17

(Area Code) (Telephone Number) (Date)

(Date)

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: William Cortez v. President  
Representative's Signature: William Cortez  
Name of Company: William Cortez & Associates LLC  
Tel. No.: 201.988.0241 Date: 11-11-18

SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date: 4-11-17

Local Union: \_\_\_\_\_

Re: RFP 2017-002 Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of \_\_\_\_% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

William Carter  
William Carter Company

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Willas Fence Company LLC

Address : 12 Delaware Ave JCNJ 07804

Telephone No. : 201 988 0041

Contact Name: William Cortigan

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☒ Woman Owned business (WBE)

☐ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Willow Fence Company LLC  
Address: 12 Delaware Ave JCNJ 07304  
Telephone No.: 201 988 0241  
Contact Name: William Cortigan

Please check applicable category:

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☐ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: Meteral Procurement (Chris Luke Exp #2017-002)

Contractor: W.D. Es Force Corp. Inc. Bid Amt. \$                     

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
We do not intend to sublet		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: Mateau Procurement & Crm. Ltr Sup # 2017-002

Contractor: Willis Fence Company LLC Bid Amt. \$ 327,861.25

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
We Do not intend				
TO Subcontract				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: Metered Procurement Plan Link Fee #2017-002  
Contractor: W.D. Es Force Corp. Bid Amt. \$                     

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
We do not intend to subcontract				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Material Procurement for Davis Link Fence 3017-002

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
NO Subcontractors					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Willie Fence Company is a woman owned company that employs women

Name of Contractor

By: Signature William Cortez D.P.

Type or print name/title: William Cortez D.P.

Telephone No: 301 988 8241 Date 07-11-17

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

EQUAL EMPLOYMENT OPPORTUNITY COPY

MWBE Page 3 Project Miscellaneous Procurement for Chem Link Fence 2017-002

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Willies Fence Company is a woman owned company that employs women

Name of Contractor

By: Signature William Cortina V.P.

Type or print name/title: William Cortina V.P.

Telephone No: 201 988 2241 Date 4-11-17

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

PURCHASING COPY

Certification 57229

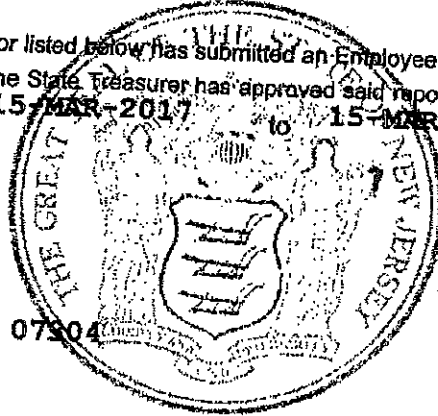
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2017 to 15-MAR-2024

**WILLIES FENCE COMPANY**  
**12 DELAWARE AVE.**  
**JERSEY CITY**

**NJ 07304**



*Ford M. Scudder*

**FORD M. SCUDDER**  
**State Treasurer**

Certificate Number  
714598



Registration Date: 03/22/2017  
Expiration Date: 03/21/2018

# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Willies Fence LLC  
**2017**

Responsible Representative(s):  
Kathleen Costigan, President

Responsible Representative(s):  
William Costigan, Vice-President

A handwritten signature in black ink, appearing to read "AR. Fichtner".

Aaron R. Fichtner, Ph.D. Acting Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.





# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** WILLIE'S FENCE LIMITED LIABILITY COMPANY  
**Trade Name:**  
**Address:** 12 DELAWARE AVE  
JERSEY CITY, NJ 07304-1308  
**Certificate Number:** 1559411  
**Effective Date:** April 29, 2010  
**Date of Issuance:** December 07, 2016

**For Office Use Only:**

20161207102407435

Taxpayer Identification# 272-292-489/000

04/29/10

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

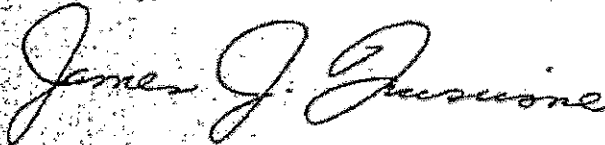
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

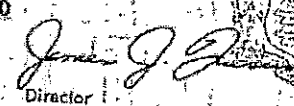
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: WILLIE'S FENCE LIMITED LIABILITY COMPANY	TRADE NAME:	
ADDRESS: 12 DELAWARE AVE JERSEY CITY, NJ 07304-8	SEQUENCE NUMBER: 7559411	
EFFECTIVE DATE: 04/29/10	ISSUANCE DATE: 04/29/10	
 Director New Jersey Division of Revenue		

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

WILLIE'S FENCE LIMITED LIABILITY COMPANY  
0400343410

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 04/19/2010 and was assigned identification number 0400343410. Following are the articles that constitute its original certificate.

1. Name:

WILLIE'S FENCE LIMITED LIABILITY COMPANY

2. Registered Agent:

WILLIAM COSTIGAN

3. Registered Office:

12 DELAWARE AVE  
JERSEY CITY, NJ 07304

4. Business Purpose:

FENCE INSTALLATION AND REPAIR

5. Effective Date of this filing is:

05/01/2010

6. Members/Managers:

WILLIAM COSTIGAN  
12 DELAWARE AVE  
JERSEY CITY, NJ 07304

7. Main Business Address:

12 DELAWARE AVE  
JERSEY CITY, NJ 07304

Signatures:

WILLIAM COSTIGAN  
AUTHORIZED REPRESENTATIVE

Continued on next page ...

New Jersey Division of Revenue and Enterprise Services  
Certificate of Amendment  
Limited Liability Company  
NJSA 42:2C-19

To file electronically:

1. Enter the information requested below and sign by typing your name in the signature field. The form can only be filled in using the free Adobe Acrobat Reader 9.1 or greater. (See the pages following this form for field by field instructions, and notes on delivery and processing of work requests.)
2. Click the "Add Attachments" button to add attachments if required. (Check the field by field instructions to see if you must include an attachment(s).)
3. After the form has been filled in properly, please save a copy to your computer so that you can upload the form to the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application by following the instructions in the next step.
4. Click the "Open the Central Forms Repository Home Page to start the Form Submission Process" button at the bottom of the form. (This action will launch the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application. If you have not created an account in the application, you will need to do so before using the online Web application. Once your account is created, please login to the application and follow the instructions for submitting your form and payment online.)

A limited Liability Company on file with the Division of Revenue and Enterprise Services may use this form to amend its Certificate of Formation. The filer is responsible for ensuring strict compliance with NJSA 42:2C, the Revised Uniform New Jersey Limited Liability Company Act.

Name of Limited Liability Company:

Willie's Fence Limited Liability Company

1. Business ID Number:

0400343410

2. The Certificate of Formation is amended as follows (provide attachments if needed):

Para. 4 is amended to provide that the company may engage in any activity that it may lawfully engage in pursuant to NJSA 42:2C-1 et seq. and Para. 6 is amended to provide that the members of the company shall be William Costigan and Kathleen T. Costigan, 12 Delaware Avenue, Jersey City, NJ 07304 and/or such other members as may be admitted and provided for in an amendment to the company's Certificate of Formation and/or an Operating Agreement for the company. William Costigan shall serve as the Managing Member/Manager of the Company.

The undersigned represent(s) that this filing complies with State law as detailed in NJSA 42:2C and that they are authorized to sign this form behalf of the Limited Liability Company.

Signature:

Name: Perry Florio

Title: Authorized Representative

Date: 12/29/16

Add Attachments

Open the Central Forms Repository Home Page to start the Form Submission Process

FILED

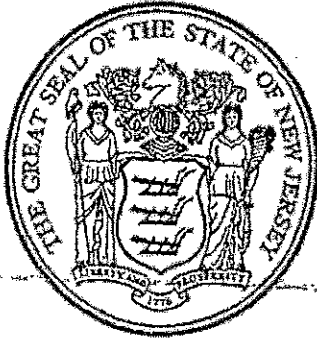
DEC 29 2016

STATE TREASURER

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

WILLIE'S FENCE LIMITED LIABILITY COMPANY  
0400343410



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
20th day of April, 2010

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff  
State Treasurer

Certificate Number: 116916040

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
SHORT FORM STANDING

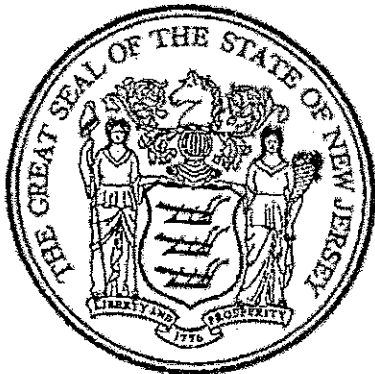
WILLIE'S FENCE LIMITED LIABILITY COMPANY  
0400343410

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on April 19, 2010.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify the registered agent and registered office are:

William Costigan  
12 Delaware Ave  
Jersey City, NJ 07304



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
20th day of April, 2010

A handwritten signature in dark ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff  
State Treasurer

Certificate Number: 116916592

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Myra D. Tufaro Bond No. 71880712 its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Willie's Fence LLC

Obligee: City of Jersey City

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 7 2017, but until such time shall be irrevocable and in full force and effect.

Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruffat, and its 7th day of March 2017.

WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President



On this 7th day of March, in the year 2017, before me, a notary public, personally appeared Paul T. Bruffat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR  
NOTARY PUBLIC  
SOUTH DAKOTA

J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 7th day of March 2017.

WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

To validate bond authenticity, go to [www.enasurety.com](http://www.enasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

Bond No. 71880712

# Western Surety Company

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2015. The financial statements of Western Surety Company as of and for the year ended December 31, 2015 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

### Surety Company

Western Surety Company

### Capital

\$4,000,000

### Policyholders' Surplus (Including Capital)

\$1,323,338,306

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2016, is as follows:

### Surety Company

Western Surety Company

### Underwriting Limitation \$131,504,000

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows:
- (4) The amount of the bond to which this statement and certification is attached is \$10% NTE \$20,000.00.
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

- (a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A
- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

## CERTIFICATE

I, Paul T. Bruffat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Date: March 7, 2017

Paul T. Bruffat  
Paul T. Bruffat, Vice President



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-423  
Agenda No. 10.Z.26  
Approved: MAY 10 2017  
TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY AND DONNA MAUER, CHIEF FINANCIAL OFFICER, IN THE MATTER OF 247 MANILA AVENUE, LLC, ET AL. v. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, 247 Manila, LLC and other plaintiffs filed a complaint in Superior Court, 247 Manila Ave, LLC et al. v. City of Jersey City et al. in November 25, 2014 alleging that the City of Jersey City (City) conducted an illegal executive session of the City Council and challenging the legality of City Ordinance No. 14-103; and

**WHEREAS**, Corporation Counsel recommended the appointment of outside counsel in this matter to represent the City and Donna Mauer, the Chief Financial Officer; and

**WHEREAS**, the City Council approved Resolution 15.174 on March 11, 2015 authorizing a one year professional services agreement with John Curley, Esq., Harborside Financial Center, 1200 Plaza Ten, Jersey City, NJ 07311 to represent the City and Donna Mauer for an amount not to exceed **\$50,000.00**; and

**WHEREAS**, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the City Council approved Resolution 16.200 on March 23, 2016 authorizing a renewal of the professional services agreement with John Curley, Esq., for an additional twelve months and increasing the contract amount by an additional \$50,000.00 because the lawsuit was not concluded; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary to renew the professional services agreement with John Curley, Esq., for an additional twelve months and to increase the contract amount by an additional \$50,000.00 for a total contract amount of \$150,000; and

**WHEREAS**, \$66,347 was paid out to Jack Curley, Esq. under the prior year's contract; and

**WHEREAS**, the remaining funds of \$33,653 from the prior year's contract plus the additional \$50,000 for a total of \$83,653 will be made available in Account No. 01-201-23-210-312 in the Calendar Year 2017 temporary and/or permanent budgets; and

**WHEREAS**, this contract award is made in accordance with the "fair and open Process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, John Curley, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection; and

**WHEREAS**, a temporary encumbrance is available in the amount of \$20,000 in **Account No: 01-201-23-210-312.**

TITLE:

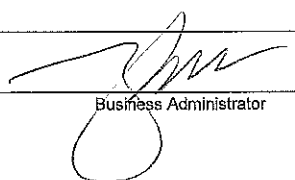
**RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY AND DONNA MAUER, CHIEF FINANCIAL OFFICER, IN THE MATTER OF 247 MANILA AVENUE, LLC, ET AL. v. CITY OF JERSEY CITY, ET AL.**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

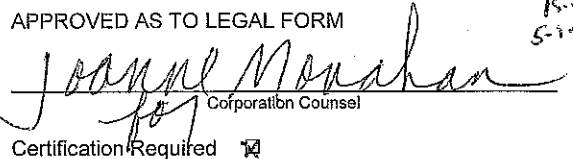
1. The agreement with John Curley, Esq. is hereby renewed for an additional twelve months effective April 12, 2017 and amended to increase the contract amount by an additional **\$50,000** for a total contract amount of \$150,000; and
2. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget and in the subsequent fiscal year budget; and
3. The award of this contract shall be subject to the condition that John Curley, Esq. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as the Corporation Counsel deems appropriate or necessary; and
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution; and
6. A copy of the Certification of Compliance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that there are funds in the amount of \$20,000 available in **Account No.: 01-201-23-210-312** for payment of this resolution. **PO# 125043**

  
Donna Mauer, Chief Financial Officer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

APPROVED:   
Corporation Counsel

Certification Required ☒

Not Required ☐

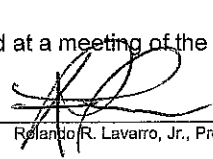
APPROVED **9-0**

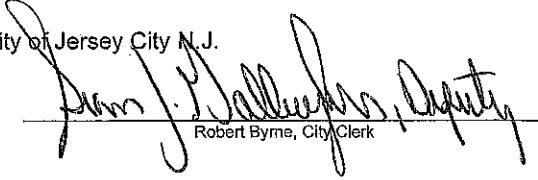
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>5.10.17</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input checked="" type="checkbox"/>			YUN	<input checked="" type="checkbox"/>			RIVERA	<input checked="" type="checkbox"/>		
GADSDEN	<input checked="" type="checkbox"/>			OSBORNE	<input checked="" type="checkbox"/>			WATTERMAN	<input checked="" type="checkbox"/>		
BOGGIANO	<input checked="" type="checkbox"/>			ROBINSON	<input checked="" type="checkbox"/>			LAVARRO, PRES	<input checked="" type="checkbox"/>		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY AND DONNA MAUER, CHIEF FINANCIAL OFFICER, IN THE MATTER OF 247 MANILA AVENUE, LLC, ET AL. v. CITY OF JERSEY CITY, ET AL.**

### **Project Manager**

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-6545	jfarrell@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

The City continues to defend itself in a matter instituted by 247 Manila Avneue, LLC, et al. Accordingly, the City is reentering into a contract with John Curley, Esq. to provide legal services at \$150.00 an hour for an additional contract amount of \$50,000.00.

### **Cost (Identify all sources and amounts)**

### **Contract term (include all proposed renewals)**

01-201-23-210-312  
Risk Management

One year

Type of award fair/open

If "Other Exception", enter type

### **Additional Information**

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

## **Outside Counsel Agreement**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, John J. Curley, Esq., Harborside Financial Center, 1202 Plaza Ten, Jersey City, New Jersey 07311 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *247 Manila Avenue LLC v. City of Jersey City and Donna Mauer*.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **I. CONFLICTS OF INTEREST**

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's

confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The

Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks;

internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.



Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition; all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any

Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

## **V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

## **VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**



Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

## **X. GENERAL TERMS**

### **A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

### **B. Certification of Funding**

Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of this Agreement after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 and 2018 fiscal year budgets.

### **C. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

---

**Robert Byrne**  
**City Clerk**

---

**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**John J. Curley, Esq.**

---

**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

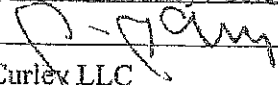
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John J. Curley / Sole Member

Representative's Signature: 

Name of Company: John J. Curley LLC

Tel. No.: 201-217-0700

Date: January 26, 2017

STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

## EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/division/purchase-compliance/pdf/aa302m.pdf>

## SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 6
4. COMPANY NAME JOHN J. CURLEY, LLC		
5. STREET Harborside Financial Center	CITY Jersey City	COUNTY Hudson
STATE NJ	ZIP CODE 07311	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		
CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER


## SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/ NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers	1	1						1						
Professionals	3	1	2	1										2
Technicians														
Sales Workers														
Office & Clerical	2		2						1	1				
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	6	2	4	1				1	1	1				2
Total employment from previous reports (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

## SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) JOHN J. CURLEY	SIGNATURE 	TITLE MANAGER	DATE MO DAY YEAR 01 12 2017
17. ADDRESS NO. & STREET Harborside Financial Center	CITY Jersey City	COUNTY Hudson	STATE NJ
ZIP CODE 07311	PHONE (AREA CODE, NO., EXTENSION) 201 - 217 - 0070		

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: John J. Curley / Sole Member  
Representative's Signature: [Signature]  
Name of Company: John J. Curley LLC  
Tel. No.: 201-217-0700 Date: January 26, 2017



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : John J. Curley LLC  
Address : Harborside Financial Center 1202 Plaza Ten, Jersey City, NJ 07311  
Telephone No. : 201-217-0700  
Contact Name : John J. Curley

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: John J. Curley LLC

Address: Harborside Financial Center 1202 Plaza Ten, Jersey City, NJ 07311

Telephone No.: 201-217-0700

Contact Name: John J. Curley

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that John J. Curley LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract John J. Curley (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: John J. Curley LLC

Signed [Signature] Title: Sole Member

Print Name: John J. Curley Date: January 26, 2017

Subscribed and sworn before me  
this 26 day of January, 2017.  
My Commission expires:

[Signature]  
(Affiant)  
John J. Curley / Sole Member  
(Print name & title of affiant) (Corporate Seal)

**CINDY CASSAGNE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Comm. # 2455407**  
**My Commission Expires 8/10/2021**

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership     
 ☐ Corporation     
 ☐ Sole Proprietorship     
 ☐ Subchapter S Corporation  
☐ Limited Partnership     
☒ Limited Liability Corporation     
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
John J. Curley	121 Christie St., Leonia, NJ

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: John J. Curley LLC

Signed: [Signature] Title: Sole Member  
 Print Name: John J. Curley Date: January 27, 2017

Subscribed and sworn before me this <u>26</u> day of <u>January</u> , 2017	
My Commission expires:	<u>[Signature]</u> (Affiant) <u>John J. Curley, Sole Member</u> (Print name & title of affiant) (Corporate Seal)
<b>CINDY CASSAGNE</b> <b>NOTARY PUBLIC OF NEW JERSEY</b> <b>Comm. # 2455407</b> My Commission Expires 8/10/2021	

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name:	John J. Curley LLC		
Address:	Harborside Financial Center 1202 Plaza Ten		
City:	Jersey City	State:	NJ Zip: 07311

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature John J. Curley Printed Name John J. Curley Title Sole Member

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 33905

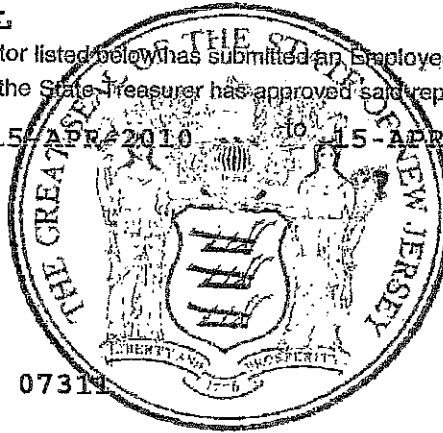
## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-APR-2010 to 15-APR-2017

JOHN J. CURLEY LLC  
1202 PLAZA TEN  
JERSEY CITY

NJ 07314



A handwritten signature in dark ink, appearing to be "R. D. P.", written over a horizontal line.

State Treasurer

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
POST OFFICE BOX 100  
TRENTON, NEW JERSEY 08646-0100

TRADE NAMES

SEQUENCE-NUMBER:

4-28260

ISSUANCE DATE:

friend

702418708

FORM-ERC108-01

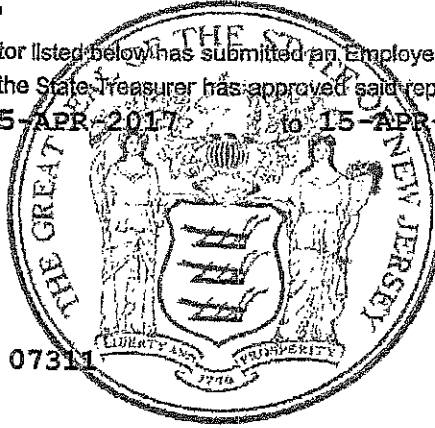
STATE OF NEW YORK  
IN SENATE  
JANUARY 11, 1911.  
REPORT  
OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 1, 1909.  
ALBANY:  
J. B. LEECH, STATE PRINTER.  
1911.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2017** to **15-APR-2024**

**JOHN J. CURLEY, LLC  
1202 PLAZA TEN  
JERSEY CITY**

**NJ 07311**



*Ford M. Scudder*

**FORD M. SCUDDER  
State Treasurer**



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-424

Agenda No. 10.Z.27

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANESKY LLP TO REPRESENT THE CITY OF JERSEY CITY AND MAYOR STEVEN FULOP IN THE MATTER OF DAVID LERNER AND FERNANDO PICARIELLO V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City (City) and Mayor Steven Fulop were named in a complaint filed by Jersey City Parking Authority employees David Lerner and Ferdinand Picariello in Superior Court of New Jersey under Docket No. HUD-L-5011-15 alleging wrongful termination and retaliation; and

**WHEREAS**, Corporation Counsel recommended the appointment of outside counsel to represent City and Mayor Steven Fulop; and

**WHEREAS**, Resolution 16.247, approved April 13, 2016, awarded a one year professional services contract effective April 30, 2016 to Calcagni & Kanefsky LLP; and

**WHEREAS**, Calcagni & Kanefsky LLP agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total contract amount not to exceed **\$50,000**; and

**WHEREAS**, the City awarded the contract to Calcagni & Kanefsky LLP under the "fair and open process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Calcagni & Kanefsky LLP for an additional twelve month period; and

**WHEREAS**, \$21,595.75 was paid out to Calcagni & Kanefsky LLP in the 2016 calendar year and the remaining funds of \$28,404.25 will be made available in the calendar year 2017 temporary and/or permanent budget.

**WHEREAS**, a temporary encumbrance in the amount of \$10,000 is available in **Account No. 17-01-201-23-210-312**.

**WHEREAS**, Calcagni & Kanefsky LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 17-424  
 Agenda No. 10-Z-27 MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANESKY LLP TO REPRESENT THE CITY OF JERSEY CITY AND MAYOR STEVEN FULOP IN THE MATTER OF DAVID LERNER AND FERNANDO PICARIELLO V. CITY OF JERSEY CITY, ET AL.**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Calcagni & Kanefsky LLP is hereby renewed for one year effective May 10, 2017;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 and 2018 fiscal year permanent budgets.

I hereby certify that there are sufficient funds available in **Account No.: 17-01-201-23-210-312** for payment of this resolution. PO # 124103.

  
 Donna Mauer, Chief Financial Officer

JR  
 5/1/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

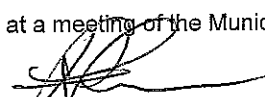
APPROVED: \_\_\_\_\_  
 Business Administrator\_\_\_\_\_  
 Corporation CounselCertification Required ☒Not Required ☐APPROVED 9-0

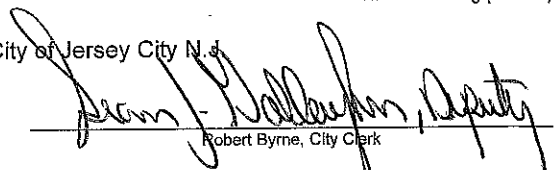
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

<b>RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI &amp; KANEFSKY LLP TO REPRESENT THE CITY OF JERSEY CITY AND MAYOR STEVEN FULOP IN THE MATTER OF <u>DAVID LERNER AND FERNANDO PICARIELLO V. CITY OF JERSEY CITY, ET AL.</u></b>
---

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

A Complaint was filed by Jersey City Parking Authority employees David Lerner and Ferdinand Picariello against the City of Jersey and Mayor Steven Fulop in Superior Court of New Jersey alleging wrongful termination and retaliation and due to a conflict of interest, it was necessary to hire outside counsel.
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**Cost (Identify all sources and amounts)**

Account No. 17-01-201-23-210-312
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**Contract term (include all proposed renewals)**

One Year
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**Type of award**

Fair/Open
-----------

If "Other Exception", enter type

--

**Additional Information**

--

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

## **Outside Counsel Agreement**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Calcagni & Kanefsky LLP, One Newark Center, 1085 Raymond Blvd., 14<sup>th</sup> Floor, Newark, New Jersey 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *David Lerner and Fernando Picariello v. City of Jersey City, et. al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **I. CONFLICTS OF INTEREST**

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).



Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.00

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

#### **B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

#### **H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

#### **I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

#### **J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00.

#### **V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

#### **VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.



This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract

shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

## **X. GENERAL TERMS**

### **A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

### **B. Certification of Funding**

Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of this Agreement after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 and 2018 fiscal year budgets.

### **C. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

---

**Robert Byrne**  
**City Clerk**

**WITNESS:**

---

**City of Jersey City**

---

**Robert Kakoleski**  
**Business Administrator**

**Calcagni & Kanefsky LLP**

---

**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No. 862-902-6455

Date: 4/5/17

Eric Kanefsky

Co-Founder & Partner

Calcagni & Kanefsky LLP

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Eric Knapfky - 10-Funder & Partner

Representative's Signature: [Signature]

Name of Company: Calagni & Knapfky LLP

Tel. No.: 882-802-5456

Date: 4/5/17



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Calcagni & Kanefsky LLP  
Address : One Newark Center; 1085 Raymond Blvd.; 14th Floor  
Telephone No. : 862-902-5455  
Contact Name : Thomas Calcagni

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Calcagni & Kanefsky LLP  
Address: One Newark Center, 1085 Raymond Blvd., 14th Floor  
Telephone No.: 862-902-5455  
Contact Name: Thomas Calcagni

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY  
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128  
ADOPTED ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Calcagni & Kanetsky LLP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding July 30, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Calcagni & Kanetsky LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Calcagni & Kanetsky LLP

Signed E. V. V.  
Print Name Eni Vanevsky

Title: Cofounder & Partner  
Date: 4/5/17

Subscribed and sworn before me  
this 5 day of APRIL, 2017.  
My Commission expires:

Martin Gandelman  
Martin Gandelman  
(Attorney-at-law)  
(Affiant) Bar ID No.: 015592011

(Print name & title of affiant)

(Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

STATE OF NEW JERSEY

Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11 For Instructions on completing the form, go to [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY	2 TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input checked="" type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER	3 TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 16
4. COMPANY NAME Calcagni & Kanelsky LLP		
5 STREET 1085 Raymond Blvd., 14th Fl	CITY Newark	COUNTY Essex
STATE NJ	ZIP CODE 07102	
6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		CITY STATE ZIP CODE
7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 16		10. PUBLIC AGENCY AWARDED CONTRACT
CITY City of Jersey City	COUNTY Jersey City	STATE Hudson
ZIP CODE 07307	ASSIGNED CERTIFICATION NUMBER	
DATE RECEIVED	DATE RECEIVED	DATE RECEIVED

SECTION B - EMPLOYMENT DATA

11 Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL 1 TOTAL (Cols. 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/Managers	2	2	0					2					
Professionals	7	6	1		1			5					1
Technicians													
Sales Workers													
Office & Clerical	6	2	4				1	1					4
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous report (if any)	15	10	5		1		1	8					5
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1 Visual Survey <input type="checkbox"/> 2 Employment Record <input checked="" type="checkbox"/> 3 Other (Specify) discussed	14. IS THIS THE FIRST Employee Information Report Submitted? 1 YES 2 NO <input checked="" type="checkbox"/>	15 IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 10/14/16
13 DATES OF PAYROLL PERIOD USED From: 10/1/16 To: 10/14/16		

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type) Diana Giordano	SIGNATURE 	TITLE Office Manager	DATE MO DAY YEAR 4/5/17
17 ADDRESS NO & STREET 1085 Raymond Blvd, 14 Fl	CITY Newark	COUNTY Essex	STATE NJ
ZIP CODE 07102	PHONE (AREA CODE, NO., EXTENSION) 862 - 902 - 5451		

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY

## Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

## Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☒ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Thomas R. Calcagni	475 Washington Blvd. Apt 3001N; Jersey City, NJ 07310
Eric T. Kanefsky	13 Coppell Drive; Tenafly NJ 07670

## Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Calcagni & Kanefsky LLP

Signed: Eric T. Kanefsky Title: Owner  
Print Name: Eric T. Kanefsky Date: 04/05/17

Subscribed and sworn before me this 5 day of  
APRIL, 2017

My Commission expires:

Martin Gundelman  
(Affiant) Attorney-at-Law, Bar No. 015542011  
(Print name & title of affiant) (Corporate Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:	CALCAGNI & KANEFSKY LP		
Address:	1085 RAYMOND BLVD., 14TH FLOOR		
City:	NEWARK	State:	NJ
		Zip:	07102

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

E-Km

Signature

ERIC KANEFSKY

Printed Name \_\_\_\_\_

OWNER

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

03/02/17

Taxpayer Identification# 812-712-035/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

**CALCAGNI & KANEFSKY LLP**

ADDRESS:

**1085 RAYMOND BLVD 14TH FL  
NEWARK NJ 07102**

EFFECTIVE DATE:

**03/02/17**


TRADE NAME:

SEQUENCE NUMBER:

**2116117**

ISSUANCE DATE:

**03/02/17**



Director  
New Jersey Division of Revenue

FORM BR-01 (04-08) THIS CERTIFICATE IS NON-ASSIGNABLE OR TRANSFERABLE. IT MUST BE CONSPICUOUSLY DISPLAYED AT ABOVE ADDRESS.  
(04-08), D205846V

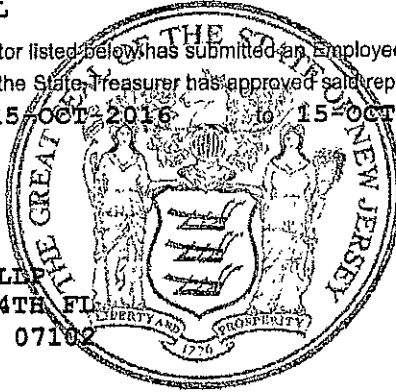
Certification 56689

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2016** to **15-OCT-2023**

**CALCAGNI & KANEFSKY, LLP**  
**1085 RAYMOND BLVD., 14TH FL.**  
**NEWARK NJ 07102**



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-425  
Agenda No. 10.Z.28  
Approved: MAY 10 2017  
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO NV5, INC. FOR THE ON-CALL TRAFFIC VOLUME DATA COLLECTION PROJECT NO. 17-007-T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) requires the professional services of an engineering firm to assist in the collection of multi-modal traffic volume data for the Division's use in various technical analyses throughout the City; and

**WHEREAS**, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A20.4 et seq., the City, in April 2015 publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, on March 3, 2017 the City solicited Proposals from four (4) prequalified engineering firms; and

**WHEREAS**, NV5 INC. is a pre-qualified engineering firm that provides technical and traffic engineering services for projects such as On-Call Traffic Volume Data Collection; and

**WHEREAS**, in response to the City's Request for Proposals, NV5 INC. submitted the attached proposal dated March 2017 in the amount of Forty Nine Thousand Eight Hundred Dollars (\$49,800.00); and

**WHEREAS**, the total contract amount for the On-Call Traffic Volume Data Collection, Project No. 17-007-T shall be for a sum not to exceed Forty Nine Thousand Eight Hundred Dollars (\$49,800.00); and

**WHEREAS**, Funds for this expenditure are available from the following account:

Acct. No.	Req. #	P.O. #	Amount
04-215-55-905-990	0178702	125041	\$49,800.00

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection; and

**WHEREAS**, this contract is awarded pursuant to the fair and open process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and NV5 INC. submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form attached with NV5 INC. to provide engineering services for a total contract amount not to exceed \$49,800.00;

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO NV5, INC, FOR THE ON-CALL TRAFFIC VOLUME DATA COLLECTION PROJECT NO. 17-007-T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

2. The term of the contract shall be Twelve (12) months and all requested data shall be collected and submitted to the City of Jersey City by May 31, 2018;
3. This agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contract Law, N.J.S.A. 40 A:11-5(1)(a)(i);
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
7. The award of this contract is subject to the condition that NV5 INC. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Acct. No.  
04-215-55-905-990

Req. #  
0178702

P.O. #  
125041

Amount  
\$49,800.00

APPROVED: [Signature]

Joao D'Souza, Director of Traffic & Transportation

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Joanne Monahan  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO NV5 INC, FOR THE ON-CALL TRAFFIC VOLUME DATA COLLECTION PROJECT NO. 17-007-T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Joao D'Souza	Director of Traffic and Transportation
Phone/email	201-547-4530	joao@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Provide professional services in matters relating to the collection, summary, and transmittal of multi-modal traffic volume data for the Division's use in various technical analyses throughout the City.

**Cost (Identify all sources and amounts)**

Acct. 04-215-55-905-990 \$49,800.00 Capital

**Contract term (include all proposed renewals)**

Twelve Months

Type of award

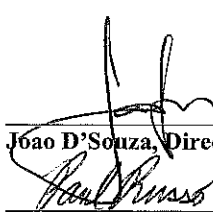
Fair/Open


If "Other Exception", enter type

**Additional Information**

Proposals for design were solicited from the following prequalified Engineering firms:

NV5	\$ 49,800.00
Info Tran Engineers	\$ 94,575.00
Sam Schwartz Engineering	\$ None received
T&M Associates	\$ None received

  
Joao D'Souza, Director, Traffic & Transp.

 (for)  
Signature of Department Director

4/13/17  
Date

4/13/17  
Date



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**



## LETTER OF TRANSMITTAL

<b>TO:</b>	Robert Kakoleski
	Business Administration
	280 Grove St.
	Jersey City, NJ 07305

<b>DATE:</b>	April 13, 2017
<b>PROJECT:</b>	On-Call Traffic Volume
	Data Collection
	Project No. 17-007 T

WE ARE SENDING YOU:

☐ Prints    ☐ Letter(s)    ☐ Report(s)    ☐ Change Order(s)    ☐ Shop Drawings    ☐ Other

COPIES	DATE	DESCRIPTION
1	4/7/2017	Letter to BA from Director of Engineering recommending award of contract
1	4/7/2017	Letter to Joe Cunha from Joao D'Souza recommending award of contract
1	4/7/2017	Letter from Joe Cunha to Council President for consideration to award contract
1	4/7/2017	Letter from Business Administrator to Purchasing Director recommending award of contract
1		Resolution authorizing award of contract and fact sheet to be signed by BA
1		Requisition No. 0178702 in the amount of \$49,800.00
1		Agreement, Proposal and signed EEO documents from NV5

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ As requested    ☐ For your use    ☐ Approved as noted    ☐ Approved as submitted    ☐ FYI  
☐ Returned for correction    ☐ For your approval    ☐ For review & Comment    ☐ File

REMARKS:	<b>RECEIVED</b> APR 13 2017

Copy to: \_\_\_\_\_

Sender: Andrew Vischio



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
280 GROVE ST | JERSEY CITY, NJ 07302  
P: 201 547 5146 | F: 201 547 4833



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

DATE : April 7, 2017  
TO : Peter Folgado, Purchasing Director  
FROM : Robert Kakoleski, Business Administrator  
SUBJECT : **Award Recommendation Letter**  
On-Call Traffic Volume Data Collection  
Jersey City Project No. 17-007-T

Please be advised, after careful and thorough review of the Proposals, I recommend that the contract be awarded to:

**NV5, INC.**  
**7 CAMPUS DRIVE, SUITE 300**  
**PARSIPPANY, NJ 07054**

Please proceed and utilize the following requisition listed below. Enclosed is the awarding resolution for your perusal.

REQ #	ACCOUNT NUMBER	AMOUNT
0178702	04-215-55-907-990	\$49,800.00

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

**Attachments**

c: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division  
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE:** April 7, 2017  
**TO:** Robert Kakoleski, Business Administrator  
**FROM:** *SR* Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T  
**SUBJECT:** Recommendation to Award Contract  
On-Call Traffic Volume Data Collection  
Jersey City Project No. 17-007-T

On March 3, 2017, the Division of Engineering, Traffic and Transportation sent a Request for Proposals, for the above mentioned project, to the following prequalified engineering firms:

- Info Tran Engineers, PC
- Sam Schwartz Engineering, DPC
- NV5, Inc.
- T&M Associates

Please find memo attached requesting the award of contract in the amount of \$49,800.00 to:

**NV5, INC.**  
**7 CAMPUS DRIVE, SUITE 300**  
**PARSIPPANY, NJ 07054**

Attachments

cc: Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division  
Dawn Odom, Supv. Adm. Analyst

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STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** April 7, 2017  
**TO:** *src* Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T  
**FROM:** Joao D'Souza, Director of Traffic & Transportation  
**SUBJECT:** Award Recommendation Letter  
On-Call Traffic Volume Data Collection  
Jersey City Project No. 17-007-T

Please be advised, after a careful and thorough review of proposals received for above mentioned project, I recommend that the contract be awarded to:

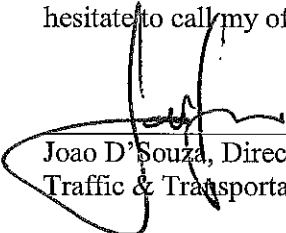
**NV5, INC.**  
**7 CAMPUS DRIVE, SUITE 300**  
**PARSIPPANY, NJ 07054**

Contract Amount = \$49,800.00

Please proceed and utilize the requisition listed below.

REQ #	ACCOUNT NUMBER	AMOUNT
0178702	04-215-55-905-990 Capital	\$49,800.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x4530.

  
Joao D'Souza, Director  
Traffic & Transportation

CC: Dawn Odom, Supv Adm Analyst

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STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE:** April 7, 2017  
**TO:** Rolando Lavarro, Council President and Municipal Council  
**FROM:** SRC Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T  
**SUBJECT:** Recommendation to Award Contract  
On-Call Traffic Volume Data Collection  
Jersey City Project No. 17-007-T

Attached for your consideration is a Resolution authorizing award of a contract between the City and NV5, Inc, from Parsippany, NJ for the Traffic and Transportation Project, On-Call Multi-Modal Traffic Volume Data Collection. Request for Proposals were sent to four (4) prequalified engineering firms, and two (2) bid proposals were received on March 17, 2017. The base contract amount is \$49,800.00. Funds for this project are available under city capital account No. 04-215-55-905-990.

Attachments

CC: Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division  
Dawn Odom, Supv. Adm. Analyst

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# **AGREEMENT**

Agreement made this                      day of                      , 2017 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and NV5, INC. located at 7 Campus Drive, Suite 300, Parsippany, NJ 07054, (hereinafter referred to as ("CONSULTANT")).

*WHEREAS*, the CITY requires professional engineering services for the On-Call Traffic Volume Data Collection, Project No. 17-007-T ("Project"); and

*WHEREAS*, the CITY requires professional engineering services to assist in the collection of multi-modal traffic volume data at various locations and provide a detailed electronic summary of the collected data for every count; and

*WHEREAS*, CONSULTANT submitted a proposal dated March, 2017, ("Consultant's Proposal"), in the amount of Forty Nine Thousand Eight Hundred Dollars, (\$49,800.00) attached hereto; and

*WHEREAS*, the CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to collection, summary, and transmittal of multi-modal traffic volume data; and

*WHEREAS*, the CITY approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2017 awarding a professional services contract to the CONSULTANT;

*NOW, THEREFORE*, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

## **ARTICLE I**

### **Purpose of Agreement**

The purpose of this agreement is for CONSULTANT to provide the CITY with engineering services, for the collection, summary, and transmittal of multi-modal traffic volume data at various locations, Project No. 17-007-T.

## **ARTICLE II**

### **Scope of Services**

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and Consultant's Proposal dated March 2017, which is attached hereto and incorporated herein by reference. This Agreement and the Consultant's Proposal are intended to complement

and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months after execution of this Agreement.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

### **ARTICLE III**

#### **Contractual Relationship**

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

## **ARTICLE IV**

### **Compensation and Payment**

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal with a total contract amount not to exceed Forty Nine Thousand Eight Hundred Dollars (\$49,800.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## **ARTICLE V**

### **Insurance**

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract. The CONSULTANT shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- i) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.

- ii) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- iii) Automobile Liability in the amount of \$1,000,000 combined single limit.
- iv) Professional Liability in the amount of \$2,000,000 per occurrence in aggregate.

The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number.

## **ARTICLE VI**

### **Personnel of the Consultant**

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

## **ARTICLE VII**

### **Progress Report**

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## **ARTICLE VIII**

### **Suspension or Termination**

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) day's written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## **ARTICLE IX**

### **Arbitration**

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

## **ARTICLE X**

### **Nondiscrimination**

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## **ARTICLE XI**

### **Compliance With Equal Employment Opportunity/Affirmative Action Plan**

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full,



required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and its respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

## **ARTICLE XIV**

### **Entire Agreement**

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

## **ARTICLE XV**

**P.L. 2004, c.57 (N.J.S.A. 52:32-44)**

### **MANDATORY BUSINESS REGISTRATION REQUIREMENTS**

#### **Non Construction Contracts**

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **ARTICLE XVI**

### **City of Jersey City Contractor Pay-to Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## **ARTICLE XVII**

### **City of Jersey City Lobbyist Disclosure Ordinance**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance Sec. 3-9.1 et seq. adopted on

June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance Sec. 3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two \*2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

GORDON METH, PE  
NV5, INC

\_\_\_\_\_

BY: \_\_\_\_\_  
GORDON METH, PE  
PROJECT MANAGER

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
RAYMOND REDDINGTON  
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager



# PROPOSAL

March 2017

RFP# 17-007-T

On-Call Traffic Volume Data Collection  
Various Locations

Jersey City, NJ

SUBMITTED TO:  
CITY OF JERSEY CITY

SUBMITTED BY:

**N|V|5**

## **PROPOSAL**

### ***On-Call Traffic Volume Data Collection***

### **Various Locations**

**Jersey City, NJ**

**RFP# 17-007-T**

*Submitted to*

**City of Jersey City**

**394 Central Avenue, 2<sup>nd</sup> Floor**

**Jersey City, NJ 07307**

**Attention: Director of Purchasing**

*Submitted by*

**NV5, Inc.**

**7 Campus Drive, Suite 300**

**Parsippany, NJ 07054**

**Project Manager: Gordon Meth, PE, PP, PTOE, PTP**

**973-946-5670**



# **Traffic Volume Data Collection RFP 17-007-T**

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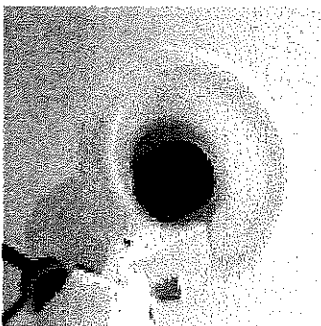
# **Traffic Volume Data Collection RFP 17-007-T**

## **PROJECT UNDERSTANDING**

Jersey City has a need to collect vehicle, pedestrian, and bicycle data on an ongoing basis throughout the City. We appreciate that three criteria are of significance to Jersey City in this project – speed of service, quality of data collection, and cost effectiveness. We believe that NV5, Inc. can deliver all three of these parameters.

Traffic data is used for a number of purposes, such as benchmarking existing roadway usage, calculating historic traffic growth rates, forecasting future travel, planning improvements to the transportation system, and determining exposure rates in traffic safety analysis, to name a few. All of these applications have one feature in common – the need for accurate traffic counts. An inaccurate count, particularly at a count station that is repeated every few years, can substantially thwart all of the aforementioned activities whether the count errs on the high side or the low side.

In this era of heightened security awareness, appropriate notification of work efforts are more important than ever. Through our work efforts, we typically notify all appropriate parties of our work efforts, including local law enforcement where appropriate. We also ensure that all of our equipment is marked with a name and telephone number, so that inquiries about count equipment can be addressed swiftly.



Collecting turning movement counts is a critical activity that requires some skill at busy intersections with multiple movements. Often, more than one counter is required for accuracy for a four way intersection with classifications and pedestrian counts required. Further, under MAP-21, the counting of bicycles and pedestrians has become of increasing importance. MioVision

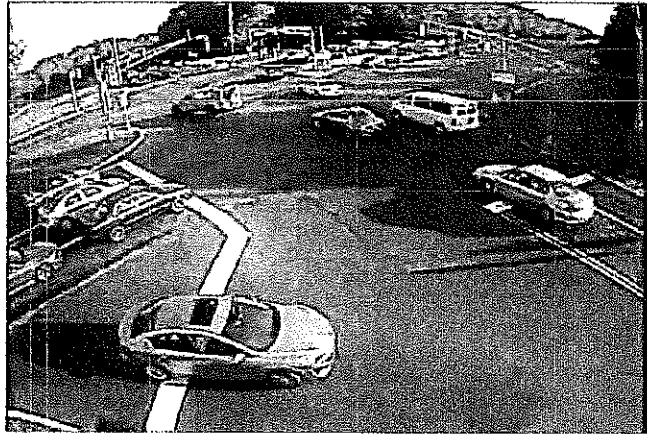


is a video imaging technology used to conduct traffic counts. It provides a video recording of the count for quality assurance and audit trail purposes, and can be quite effective. The count is conducted from a fish-eye lens, mounted on an extendable pole appropriately 25' tall. The units mount to virtually any pole in a non-destructive manner. The machines are battery powered, so external power is not necessary. A screen image from a count is attached, as well as a picture of a unit. Imaging technology is used to count motorcycles, cars, light, medium and heavy trucks, buses, bicycles, and pedestrians. Individual counts are stored, so that data can be summarized into various time intervals at a later date for more detailed analysis. Having the video available after the fact not only can be used for quality assurance purposes, but it allows the video to be used to verify traffic operations and patterns at a later date. MioVision units can obtain

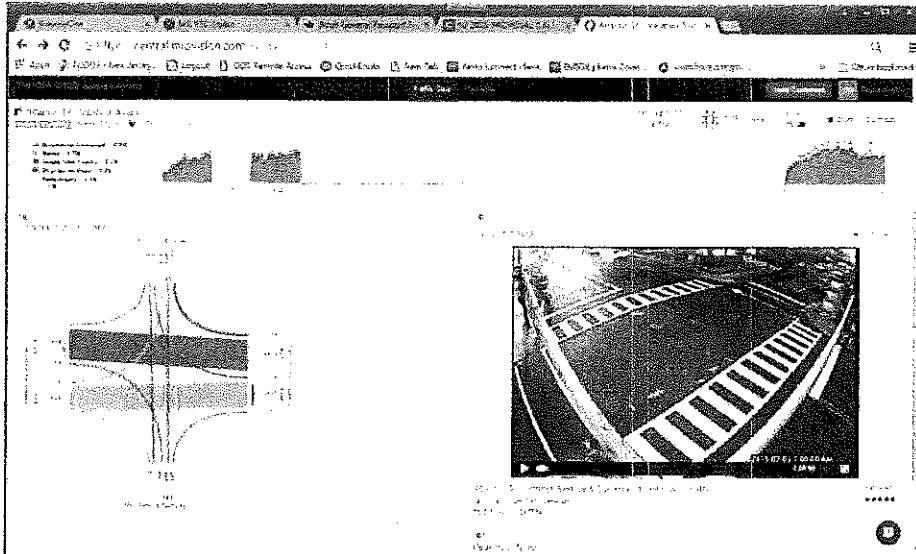


## Traffic Volume Data Collection RFP 17-007-T

accurate count with very limited light. The images below show a New York City intersection near a subway station where we counted over 4,000 pedestrians per hour and a typical intersection application. NV5, Inc. has performed well in excess of 25,000 hours of MioVision data collection under a wide range of conditions.



Recently, MioVision released its new computer interface, MioVision Central. With this interface, data can be shared with clients. For each count, it stores traffic count data, including videos and weather conditions, indefinitely. Below is a screen image from MioVision.



## ***Traffic Volume Data Collection RFP 17-007-T***

### ***SPECIFIC SCOPE OF WORK***

#### **Task 1 – Peak Hour Intersection Turning Movement Counts**

Upon receipt of a data request, we shall schedule a data collection effort. Time periods for counts will be:

1. 7:00 a.m. to 9:00 a.m. on a Tuesday, Wednesday, or Thursday
2. 4:00 p.m. to 6:00 p.m. on a Tuesday, Wednesday, or Thursday

Intersection counts shall be summarized in 15 minute intervals, and shall include vehicular turning movements (classified into motorcycles, passenger cars, light trucks, medium trucks, heavy trucks, and buses), bicycles on the road by turning movement and in crosswalk, and pedestrian crossings in crosswalks.

A total of 30 counts have been included in this task. It is recognized that all 30 shall not be counted at once. Rather, counts shall be conducted on an as needed basis. For budgeting/pricing purposes, we have assumed that one or two counts shall be conducted at a time.

#### **Task 2 – 14 Hour Intersection Turning Movement Counts**

Upon receipt of a data request, we shall schedule a data collection effort. Time periods will be as specified by the City, but will include 14 hours. These need not be on the same day.

Intersection counts shall be summarized in 15 minute intervals, and shall include vehicular turning movements (classified into motorcycles, passenger cars, light trucks, medium trucks, heavy trucks, and buses), bicycles on the road by turning movement and in crosswalk, and pedestrian crossings in crosswalks.

A total of 60 counts have been included in this task. It is recognized that all 60 shall not be counted at once. Rather, counts shall be conducted on an as needed basis. For budgeting/pricing purposes, we have assumed that one or two counts shall be conducted at a time.

### ***COST PROPOSAL***

Lump sum all-inclusive costs are as follows:

Task 1, Per Intersection price, peak hour counts - \$360.00

Task 2, Per Intersection price, 14 hour counts - \$650.00

Extended not to exceed fee is \$49,800.00

### ***SCHEDULE***

After receiving a data request from Jersey City, we shall conduct counts within two weeks of the request, unless otherwise specified. We shall record multiple days for turning movements and select the most appropriate one. All data shall be delivered to Jersey City in Excel format within one week of the completion of data collection. Video data shall also be shared with the City via MioVision Central portal.

## **Traffic Volume Data Collection RFP 17-007-T**

### **APPROACH TO PROJECT MANAGEMENT**

Mr. Joseph Fishinger, Jr., P.E., PTOE, as Project Manager will provide Jersey City with a single point of contact. He will establish project procedures and document control to maintain effective communications among the NV5 Team members and with Jersey City. Mr. Fishinger's methods of communication are simple and direct and typically include face-to-face meetings, telephone, documents, presentations, faxes, e-mail, the Internet or other computer-oriented communication. Through effective communication, potential problems can be identified early for timely corrective action. As Project Manager, Mr. Fishinger will monitor project progress closely, including budget, quality, and schedule progress.

Deliverables for this project will be a specific data collection plan along with dates and activities. Following the data collection efforts, the Jersey City project manager will be alerted immediately if any recounts are necessary. The last task will be final project delivery.

#### **Quality Assurance / Quality Control Procedures**

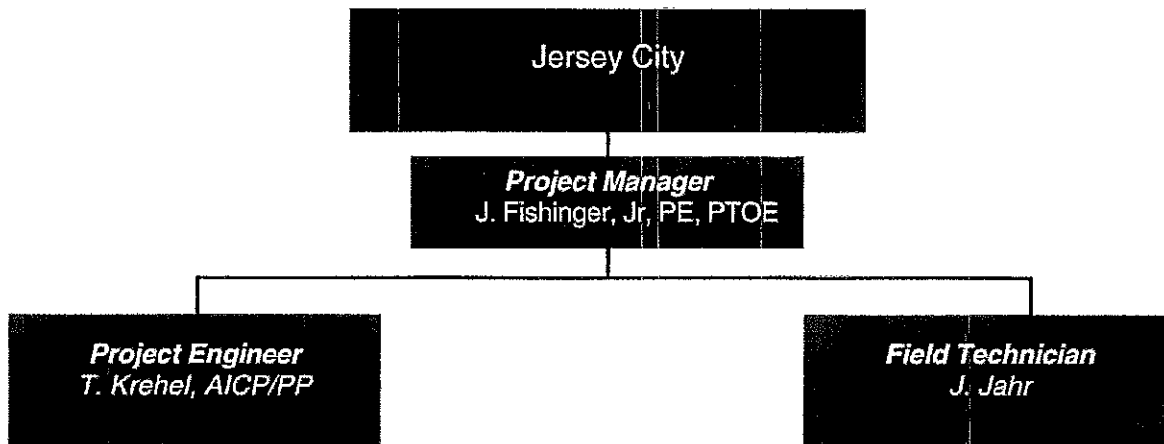
As a commitment to its customers and employees, NV5's senior management has provided the necessary support and resources for implementation of a Quality Assurance document which outlines corporate guidelines for quality assurance. All of our employees have attended in-house training on NV5's principles and philosophy of total quality management, which emphasizes teamwork, provides a forum for the open exchange of ideas and process improvement recommendations, and encourages professional development. These practices will be incorporated into our entire Team's procedures to administer our quality assurance program through this assignment.

#### **Commitment and Ability to Perform the Project**

The NV5 Team is committed to providing a superior product that will meet or exceed Jersey City and the Oversight Committee's project delivery and schedule needs. NV5 has approximately 15 traffic engineering, transportation planning professionals, and technicians that could be assigned to task assignments. We also have in excess of 30 MioVision units. Half of these are equipped with MioVision Connect, which provide travel time data and the possibility of remotely monitoring that counts are recording properly.

Over the next several months, several major assignments are drawing to a close, providing the availability of resources necessary for this assignment.

#### **Organization Chart**



## ***Traffic Volume Data Collection RFP 17-007-T***

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### ***FIRM PROFILE***

NV5 is a full service traffic engineering and transportation planning firm that is number 50 on the Engineering News Record Top 500 Design Firms. We have over 1,500 staff persons throughout the United States. We have over 20 traffic engineers, transportation planners, and traffic technicians on staff in New York and New Jersey. Traffic data collection is a core competency of NV5. We utilize state of the art traffic data collection equipment, and are well versed in Automatic Traffic Recorder (ATR) counts, turning movement counts, speed and classification counts, and origin-destination surveys. Other areas of expertise include highway design, structural engineering, construction management, environmental engineering, cultural resource management, site engineering, and surveying. NV5's commitment to quality services and products and maintenance of a strict quality assurance program ensures the completion of projects according to client need and satisfaction.

## **Traffic Volume Data Collection RFP 17-007-T**

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### **WORK EXPERIENCE**

NV5 presently handles many transportation planning and traffic engineering projects for several clients. Within these contracts, we have handled a wide range of assignments similar to the ones required for this contract, namely traffic data collection. Most of these contracts have been maintained for multiple contracts, demonstrating our responsiveness and ability to meet the clients' diverse needs. These contracts include:

**Port Authority of New York and New Jersey 2010, 2011, 2012, and 2013 Fall Data Collection Contracts** – NV5 conducted the 2010, 2011, 2012, and 2013 Fall and 2016 Spring and Summer Data Collection programs for the Port Authority of New York and New Jersey, which included counts of westbound Hudson River crossings each year, a bus study at the Lincoln Tunnel in 2010, 2012, and 2016, and an HOV study at the Lincoln Tunnel, Holland Tunnel, and George Washington Bridge in 2010, 2011, 2012, 2013, and 2016, and a count of some eastbound crossings in 2011 and 2013. For this study, we utilized state of the art data collection techniques, including MioVision video imaging units for many of the counts. Said technology can count and classify bicycles and pedestrians, as well as motorcycles, cars, trucks, and buses. Specific work efforts also included conducting over Automatic Traffic Recorder (ATR) counts. *Reference:* Victor Chung 212-435-2236

**Garden State Parkway Interchange 41 & 44 Final Design** – For the New Jersey Turnpike Authority, NV5 prepared contract drawings for a new Garden State Parkway interchange at Jimmie Leeds Road (Interchange 41) and adding additional movements to the Garden State Parkway interchange with Pomona Road (Interchange 44). Work efforts included a detailed traffic study, including data collection with MioVision technology. *Reference:* Christine Bugel 732-750-5300

**Statewide Machine and Manual Traffic Counts, MDSHA HISD (BCS 98-35A, BCS 98-19A, and BCS 2002-01, BCS 2004-09C, BCS 2007-22C)** – These 5 consecutive open-end State contracts involved traffic data collection. Work efforts included traffic volume counts, vehicle classification counts, turning movement counts, travel time studies, vehicle occupancy studies, and origin-destination studies. Work efforts include over 100 Automatic Traffic Recorder (ATR) counts, 50 Automatic Vehicle Classification (AVC) counts, and 50 manual turning movement counts per year. MioVision machines were used for their non-intrusive capabilities. *Reference:* Karl Hess 410-545-5523

**SJTPO Local Safety & CMAQ Signal Optimization of Atlantic County Route 629 and Cape May Route 621** – As a sub-consultant to Urban, NV5 conducted traffic counts for 40 intersections using MioVision technology. *Reference:* Scott Diehl 856-663-5550

**Town of Brookhaven Town-wide Counting Program (2005-2009)** – This contract involved traffic data collection for the Town of Brookhaven. Project responsibilities involved the installation of automated traffic count device data equipment. The studies include traffic volume, vehicle classification, turning movement counts, travel time studies, vehicle occupancy studies, and origin-destination studies. Work efforts included approximately 150 Automatic Traffic Recorder (ATR) counts, approximately 150 Automatic Vehicle Classification (AVC) counts, and 24 manual turning movement counts. *Reference:* Brian Lenz 631-451-6480

## ***Traffic Volume Data Collection RFP 17-007-T***

**Barclays Center Before and After Studies** – Using MioVision, we conducted before and after bicycle, pedestrian, and classified traffic counts for 18 intersections in Brooklyn, NY. Volumes of over 4,000 vehicles/hour, over 3,000 pedestrians/hour, and over 200 bicycles/hour were counted simultaneously. *Reference: Dan Schack 212-598-9010 xt 126*

As noted earlier, we shall be proposing MioVision video imaging technology for the project in question. Over the past seven (7) years, NV5 has performed over 25,000 hours of traffic counts using this technology, and has 34 machines. Half of these are equipped with MioVision Connect, which provide travel time data and the possibility of remotely monitoring that counts are recording properly.

### ***RESUMES AND STAFF EXPERIENCE / QUALIFICATIONS***

As project manager, NV5 proposes **Mr. Joseph Fishinger, Jr., PE, PP, PTOE**. Mr. Fishinger is a licensed professional engineer in New Jersey and other states. Through his nearly 20 years of experience, Mr. Fishinger has overseen numerous traffic data collection efforts of similar magnitude to the one in question, including all of the projects mentioned above. He presently oversees NV5 data collection efforts for the Port Authority of New York and New Jersey that was cited above. Being a professional engineer with appropriate experience, Mr. Fishinger is uniquely qualified to manage this project.

As MioVision field technician, NV5 proposes **Mr. Jamey Jahr**. Mr. Jahr has 17 years of traffic data collection experience, including Automatic Traffic Recorder (ATR) counts, manual counts, MioVision counts, speed surveys, and parking inventories, and construction inspection experience.

The resumes for all of these individuals follow, along with a matrix of all of NV5's traffic engineering staff resources.



Name	Title	Degree (s)	Years Professional Experience	NJ Professional Engineer	NY Professional Engineer	Traffic Analysis	Traffic Simulation / Travel Demand Models	Traffic Data Collection	Traffic Signal Design	Traffic Signal Electrical Design	Intelligent Traffic Systems	Maintenance and Protection of Traffic	Traffic Signal Construction Inspection	Geographic Information Systems	Pedestrian Issues / Safety	Geometric Design	Lighting Design	CADD	Parking Analysis	Surface Parking Design	Parking Deck Design	
Gordon Meth, PE, PTOE	Director, Traffic Engineering (NJ)	BSCE, MSCE, MBA	25																			
Gregory Del Rio, PE	Director, Traffic Engineering (NY)	BSCE	30																			
Andrew Muldowney, PE	Director, Highway Engineering (NJ)	BSCE	31																			
Richard Zolnowski	Supervising Designer	BSEE	46																			
Jeffrey Shepard, PE, PTOE	Supervising Engineer	BSCE, MSCE	19																			
Michael Dannemiller, PE	Principal Engineer	BSCE	25																			
Joseph Fishinger, PE, PTOE	Supervising Engineer	BSCE	19																			
Andrew Larsen, PE	Senior Engineer	BSCE, MSCE	10																			
Benjamin Simoff, EIT	Designer	BSCE	8																			
Kevin Casadei	Designer	BSCE	3																			
Timothy Krehel, AICP/PP	Senior CAD Technician	BA	14																			
James Jahr	Senior Technician		17																			
Glenn Pearson	Senior CAD Technician		14																			
Total	13 Staff		261	6	3	3	8	4	8	7	4	2	8	4	3	5	7	3	6	6	5	3

13 Staff

3 with Masters Degrees

7 Professional Engineers (6 NJ, 1 NY)

3 Professional Traffic Designation Engineers

13 Staff  
 3 with Masters Degrees  
 7 Professional Engineers (6NJ, 3 NY)  
 3 Professional Traffic Operations Engineers

**JOSEPH A. FISHINGER, JR., PE, PP, PTOE**  
**Project Manager**

**Education** B.S., Civil Engineering, 1999, Rutgers University  
**Registrations** Professional Engineer, NJ, 2006; MD, 2013; CT, 2015; FL, 2015; PA, 2015; VA, 2015;  
NY, 2016  
Professional Planner, NJ, 2013  
Professional Traffic Operations Engineer, 2012  
**Memberships** Institute of Transportation Engineers

Mr. Fishinger has 19 years of experience in traffic engineering and project management, with an expertise in traffic analysis, intersection design, and traffic signal design. Mr. Fishinger has designed and managed intersection improvement projects for state departments of transportation, as well as County and Municipal governments. In addition to his private sector design experience, Mr. Fishinger also served as the Somerset County Traffic Engineer from 2006 to 2015, where he handled improvement projects from initial identification of the problem through design and into construction and operation.

**Route 70 Red Lion Road (Cr 685) To Dakota Trail**, Responsible for traffic engineering services and traffic signal design for the Preliminary Engineering and Final Design phases for the resurfacing, rehabilitation and restoration project for a 10-mile-long stretch of Route 70 to improve pavement conditions and traffic safety. This included design of two NJDOT traffic signals within the project. (2015-2016). *Client: NJDOT*

**Lick Creek Bridge Temp Signal**, Responsible for the design of a temporary traffic signal using portable traffic signal trailers for the various stages of the reconstruction of the Lick Creek Bridge. The project utilized a one lane temporary bridge controlled by temporary traffic signals on either end to maintain two-way traffic during construction. A total of seven signal trailers were required to ensure all of the driveways within the construction zone were provided for. (2015), *Client: PennDOT*

**Mountain Avenue Pedestrian Safety Improvements**, While serving as Traffic Engineer for Somerset County, served as project manager for the Mountain Avenue Pedestrian Safety Improvements project which includes pedestrian safety and ADA compliance improvements at 22 intersections including 2 traffic signals on Mountain Avenue in North Plainfield Borough. The project was funded through the NJTPA Local Safety Improvements program for both design and construction. (2014-2015), *Client: Somerset County / NJTPA*

**Washington Avenue Safety Improvements**, While serving as Traffic Engineer for Somerset County, prepared the conceptual and final design of intersection modifications and a road diet for Washington Avenue from US Route 22 to the Middlesex County border. The project included redesigning the intersection include opposing left turn lanes and left turn arrows as well as changing the four lane section to three lanes, including a center left turn lane. The project ultimately received Federal Local Safety Program funds for construction. (2013-2015) *Client: Somerset County*

**CR 601 Quiet Zone Railroad Crossing Improvements**, While serving as Traffic Engineer for Somerset County, prepared design plans and managed implantation for at grade rail crossing improvements including the addition of a four quadrant gate system at the ConRail at grade crossing. With these improvements the crossing was able to achieve quiet zone status with the FRA which stopped freight trains blowing horns in a residential area. (2013-2015). *Client: Somerset County*

**Bridge St & Cliff Street Signal Installation**, While serving as Traffic Engineer for Somerset County, prepared traffic studies, crash analysis final design plans for the implementation of a traffic signal. Design

## ***Traffic Volume Data Collection RFP 17-007-T***

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and project management for the project was funded by Somerville Borough through an inter-local agreement with Somerset County and construction funding was provided through NJTPA using Federal Local Safety Program Funds. (2013-2015). *Client: Somerville Borough / Somerset County*

**New Centre Road and River Road Safety Improvements**, While serving as Traffic Engineer for Somerset County managed the implementation of a high friction pavement treatment on River Rd and New Centre Rd in Hillsborough Twp using Federal High Risk Rural Road funding. In each case, the roadway was resurfaced and micro-milled to provide additional roadway friction to reduce run off the road and out of control crashes, particularly during wet weather. On each roadway, the project included identification of the problem, determination of the improvement, design of the improvement, procurement of funding and management of the construction contract. (2013-2015). *Client: Somerset County*

**Promenade Boulevard Road Diet**, While serving as Traffic Engineer for Somerset County, prepared conceptual development plans and crash analysis for the County's first Road Diet, which consisted of changing a four lane roadway to three lanes with a dedicated left turn lanes, intersection bulb-outs, and improved pedestrian crossings. The project was ultimately constructed using Federal Local Safety Program Funds. (2013-2014). *Client: Somerset County / NJTPA*

**NJ Route 28 & Davenport Street Traffic Signal Installation**, While serving as Traffic Engineer for Somerset County, served as project manager for the installation of a traffic signal at the intersection of NJ 28 and Davenport Street in Somerville Borough. Administration and construction of the project was funded by Somerville Borough through a shared services agreement between Somerville Borough and Somerset County. (2013-2014), *Client: Somerset County / Somerville Borough*

**Mount Bethel Road and King George Road Signal Design**, While serving as Traffic Engineer for Somerset County, served as project engineer and project manager for the design and construction of a new traffic signal at the intersection of Mount Bethel Road and King George Road in Warren Township. (2013), *Client: Somerset County*

**Dukes Parkway East and 13th Street Signal Design**, While serving as Traffic Engineer for Somerset County, served as project engineer and project manager for the design and construction of a new traffic signal at the intersection of Dukes Parkway East and 13th Street in Manville Borough. The project included mitigation of asbestos contaminated soil for the road widening and signal installation for the project. (2012), *Client: Somerset County*

**Somerset County Overheight Truck Detectors**, While serving as Traffic Engineer for Somerset County, oversaw the design and construction of overheight truck detector systems in Manville Borough and South Bound Brook Borough. The systems identify potential over height vehicles in advance of low clearance underpasses and redirect vehicles around the obstructions. (2012-2013), *Client: Somerset County*

**Amwell Road & Franklin Boulevard Intersection Improvements**, While serving as Traffic Engineer for Somerset County, prepared crash analysis, concept plans, final design plans and supervised implementation of intersection improvements including traffic signal upgrades and phasing modifications at the intersection. This was the first project in Somerset County to utilize Federal Local Safety Program Funds for construction. (2010-2011). *Client: Somerset County / NJTPA*

**Somerset Street Traffic Signal Improvements**, While serving as Traffic Engineer for Somerset County, prepared final design plans and oversaw implementation of two new hardwire-interconnected traffic signals. The project also included streetscape elements including tinted textured concrete sidewalks. (2006-2008). *Client: Somerset County*

**TIMOTHY J. KREHEL, AICP/PP**  
**Senior Transportation Planner**

**Education** B.A., Geography, 2000, Rowan University

**Registrations** American Institute of Certified Planners, # 25212  
Professional Planner, NJ, # 6212

Mr. Krehel, PP/AICP has 18 years of experience in asset management and traffic engineering. He has worked on a variety of traffic related asset management, transportation planning and traffic engineering projects, with an emphasis on Geographic Information System analysis and CAD design.

**Delaware Road Rating Contract** – Project Manager for the gathering of pavement condition of all roads maintained by the Delaware Department of Transportation using Automated Data Collection vans. The data was then imported into a GIS framework pavement management system for analysis and prioritization of rehabilitation funds. (2009) *Client: DelDOT*

**Rutgers Parking Asset Managing Study** – Lead GIS Analyst for the inventory of all 21,000 parking spaces in the New Brunswick and Piscataway campuses of Rutgers University. This included programming a handheld GPS Unit (Trimble) for use in gathering data, and the GIS analysis of parking condition assessments. (2009) *Client: Rutgers University*

**Hunterdon County Transportation Plan, Safety Element, Hunterdon County, NJ** – Deputy Project Manager in charge of analyzing all crashes on Hunterdon County roads, in order to identify high crash locations. (2008) *Client: Hunterdon County Planning Board*

**SJTPO Safety Management System, Southern NJ** – Deputy Project Manager in charge of developing an integrated Safety Management System for the SJTPO, and identifying the top ten safety priorities for the region. The system was constructed using the Plan4Safety software platform as a starting point. The system included traffic volumes for the entire SJTPO, and calculated crash rates and crashes versus bench-marks for intersections, road segments, clusters, and school zones. Mr. Krehel was specifically responsible for creating a road network and the GIS shape files. (2006-2007) *Client: South Jersey Transportation Planning Organization*

**Westfield On Call Traffic Engineering Services, Westfield, NJ** - Services involved developing graphics for safety and traffic calming issues at 4 separate locations, and assisting in the preparation of Westfield's successful Safe Routes to School grant application. (2006-2007) *Client: Town of Westfield.*

**NJDOT Statewide Safety Program Support Services – North Region** – Designer for a term agreement to investigate high crash locations on state highways and implement quick fix mitigations. This included diagnosing high crash locations (including pedestrian problem locations), preparing as built traffic signal and electrical plans in NJDOT CAD format, and preparing plans for mitigations for approximately 20 intersections. (2005-2007) *Client: NJDOT*

**NJDOT Traffic Signal Timing and Optimization – North Region.** Designer for a term agreement to optimize traffic signal timings along state highways in the northern region of New Jersey. This has involved optimizing traffic signal coordination for 160 signalized intersections. Project

## ***Traffic Volume Data Collection RFP 17-007-T***

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responsibilities included developing as built signal plans for all 160 intersections, and creating CAD files for intersections where none existed. (2005-2007) *Client: NJDOT*

**NJDOT Mast Arm Inventory – North Region.** Designer. As part of an inventory of all traffic signals in the north region of the NJDOT, Mr. Krehel created as built CAD plans (electrical and signal plans) for nearly thirty (30) intersections on the state highway system. (2005-2006) *Client: NJDOT*

**Circulation Element of the Township of Parsippany-Troy Hills Master Plan.** Developed a proposed Townwide bicycle-pedestrian network as part of the development of a new circulation element of the Master Plan for Parsippany-Troy Hills. (2005) *Client: Township of Parsippany-Troy Hills.*

**Hudson County Signal Management System Development.** GIS Analyst. Developed an automated electronic inventory with a graphical user interface of traffic signal plans, timing directives and approval letters for the approximately 300 traffic signals maintained by Hudson County. (2005-2006) *Client: Hudson County.*

**Monmouth County Safety Management System, Monmouth County, NJ.** GIS Analyst. Project involved creating a Safety Management System to aid the County in prioritizing the replacement and repair of sub-standard signage along County roadways. The project included providing an inventory of 35,000 warning, regulatory and guide signs. The inventory work included collecting sign and panel data related to the MUTCD sign designation, retro-reflectivity, sheeting type, GPS and roadway location, dimensions, sign type and material, support type and material, and other pertinent sign information. (2003-2005) *Client: Monmouth County Traffic Safety & Engineering*

**Gloucester County Sign Management System, Gloucester County, NJ.** GIS Analyst. Project involved creating a Sign Management System for the Gloucester County Engineering Department along with an accompanying digital video-log to aid the County in prioritizing their signage and roadway needs. The overall intent of this project was to develop a Sign Management System (Sign MS), Videolog, Work Order System and database for 21,000 signs along 403 miles of County Roadways. (2003-2005) *Client: Gloucester County*

**Essex County Traffic Sign Management System, Essex County, NJ; 04/03-03/04.** GIS Analyst. Project consisted of completing a Traffic Sign Management System. Project involved inventory of 35,000 warning, regulatory and guide signs and populating the database software. The inventory work included collecting sign and panel data related to the MUTCD sign designation, retro-reflectivity and sheeting type, GPS and roadway location, dimensions, sign type and material, support type and material, and other pertinent sign information. A digital image of each sign was collected. A uniquely numbered weather resistant bar code label was affixed to the back of the sign panel when inventoried. A Video Log Viewing System (VLVS) of each of the roadways was created to aid the County in prioritizing their signage and roadway needs. The VLVS included the project design, data collection, delivery and installation of a client-server type application on which county personnel are able to view digital video along any section of county roadway. (2003-2004) *Client: Essex County Department of Public Works.*

**JAMEY JAHR**  
**Field Technician**

**Education**      High School, some college  
Workzone Traffic Safety Awareness for Field Personnel, 2011  
Traffic Control Coordinator Program, 2012

Mr. Jahr has 16 years of traffic data collection experience, including Automatic Traffic Recorder (ATR) counts, manual counts, MioVision counts, speed surveys, and parking inventories, and construction inspection experience. His specific project experience includes:

**Port Authority of NY and NJ Fall Data Collection Program** – Crew Chief for the 2010, 2011, 2012 and 2013 Fall Data Collection programs for the Port Authority of New York and New Jersey, which included counts of Hudson River crossings, a bus study at the Lincoln Tunnel, and an HOV study at the Lincoln Tunnel, Holland Tunnel, and George Washington Bridge. Work efforts included up to 67 Automatic Traffic Recorder (ATR) counts and 10 MioVision video imaging volume and classification counts over an 11 day period. MioVision was used for the Holland Tunnel instead of ATRs due to being non-invasive, and its ability to count at slow speeds with frequent merges. In 2012 and 2013, MioVision was also used to conduct westbound counts for much of the George Washington Bridge and the approach to the Lincoln Tunnel (due to past failures of ATR machines).

**Bayonne Bridge Traffic Data Collection** – As a subconsultant to HDR, conducted travel time runs using a vehicle equipped with GPS and distance measuring technology. Also performed traffic counts using automated traffic counting devices at 9 intersections (using MioVision) and at 20 locations (using ATR machines).

**SJTPO Local Safety & CMAQ Signal Optimization of Atlantic County Route 629 and Cape May Route 621** – As a sub-consultant to Urban, NV5 conducted traffic counts for 40 intersections using MioVision technology. Mr. Jahr handled most work efforts directly.

**William Paterson University Transportation Master Plan Study** – As part of this study, NV5 performed 16 Automatic Traffic Recorder counts on campus and on Pompton Road, and 12 manual turning movement counts (using MioVision).

**Barclay Center Traffic Data Collection** – Performed traffic counts using automated traffic counting devices (MioVision) for 18 intersections. Counts included bicycles, pedestrians, and classified vehicles.

**Somerset County Traffic Signal Optimization** – Crew Chief/Technician for the optimization of over 140 traffic signals in Somerset County, NJ using Synchro. Data collection efforts included approximately 400 Automatic Traffic Recorder (ATR) counts and approximately 140 manual counts (most using MioVision).

**Essex County Traffic Engineering On Call Contract** – Services involved conducting traffic data collection, origin-destination surveys, a number of traffic safety reviews and mitigation strategies, performing traffic analysis, developing congestion reduction strategies, preparing traffic signal warrant and other traffic studies, and designing traffic signal modifications and other traffic improvements. Work efforts included the design of over 20 traffic signals and the traffic signal

## ***Traffic Volume Data Collection RFP 17-007-T***

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retiming/optimization of over 80 traffic signals. Traffic data collection included over 30 Automatic Traffic Recorder (ATR) counts and over 40 manual turning movement counts (many using MioVision).

**Frank Sinatra Drive One-Way Feasibility Study** – Performed traffic counts using automated traffic counting devices at numerous locations, and utilized blue-tooth readers to measure origin-destination patterns and travel times.

**Western Monmouth CR 537 Corridor Study** – Conducted travel time runs using a vehicle equipped with GPS and distance measuring technology. Also performed traffic counts using automated traffic counting devices and manual traffic counts at numerous locations, including using GPS to pinpoint count locations.

**EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION PLAN AND POLICY**

All hiring, promotion, compensation, benefits, recruitment, firing and all personnel activities, as well as the selection of subcontractors will be carried out without discrimination of any kind, regarding race, creed, color, age, sex, disability, marital status, sexual orientation, citizenship status or country of national origin.

1. Our Human Resources department directs and oversees the firm's Equal Employment Opportunity policy. They advise and assist our employees on all matters pertaining to this policy and ensure that this policy is carried out as stated.
2. The company includes a statement in all advertisements that it is an equal opportunity employer.
3. The company places all advertisements in newspapers where they will reach the widest possible audience of minority group people.
4. Contacts with minority schools and with other minority human relations organizations are maintained for the purpose of recruitment of employees and subcontracting.
5. An intern program is maintained using apprentices and pre-professional employees recruited as much as possible from minority groups.
6. The firm encourages minority employees as well as other employees to increase their skills and job potential through participation in training and education programs, and helping to assure that such programs are adequate and are available to minority persons.
7. Each of the company's Division Directors regularly confers and consults with each employee regardless of race, creed, color, age, sex, disability, veteran status, marital status, sexual orientation, citizenship status or country of national origin.
8. The firm has adopted a standardized employee compensation program that does not discriminate within a given job category.
9. Any decision to terminate, demote or layoff an employee is based solely on the requirements of the job and the ability of the employees within a given group to perform them.
10. To the limited extent that the company is involved, it does encourage minority-group subcontractors and subcontractors with minority representation among their employees to bid for subcontracting work.
11. The company has developed an affirmative action plan to assist in our efforts of setting goals and actions to aid in our equal opportunity policy.



**NIV5**

.....  
7 Campus Drive, Ste 300 | Parsippany, NJ 07054 | 973.946.5600 | [www.nv5.com](http://www.nv5.com)



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** NV5, INC.  
**Trade Name:**  
**Address:** 7 CAMPUS DRIVE STE 300  
PARSIPPANY, NJ 07054-4413  
**Certificate Number:** 0064321  
**Effective Date:** October 07, 1968  
**Date of Issuance:** October 25, 2016

**For Office Use Only:**  
20161025103246381

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that  
NV5, Inc. (name of business entity) has not made any reportable  
contributions in the \*\*one-year period preceding April 18, 2017 (date City Council  
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's  
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award  
of this contract. I further certify that during the term of the contract NV5, Inc.  
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-  
128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and  
certification, I and/or the business entity, will be liable for any penalty permitted under law.

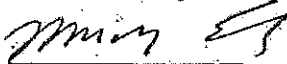
Name of Business Entity: NV5, Inc.

Signed  Title: Chief Engineer/Vice President

Print Name James E. Huselton, PE, PP Date: April 18, 2017

Subscribed and sworn before me  
this 18th day of April, 2017.

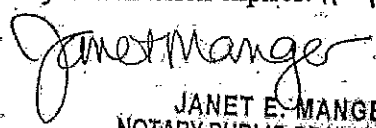
My Commission expires: 11-9-17



(Affiant)

Robert M. Ellis, CFO-Infr.

(Print name & title of affiant) (Corporate Seal)

  
JANET E. MANGER  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 2426819  
My Commission Expires 11/9/2017

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of  
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)  
shall be deemed to be a violation of the Ordinance.

N|V|5

March 29, 2017

Mr. Andrew Vischio, PE  
Assistant Traffic Engineer  
City of Jersey City  
Division of Engineering, Traffic & Transportation  
13-15 Linden Avenue East  
Jersey City, NJ 07305

Re: City of Jersey City – Request for Proposals – On-Call Traffic Volume Data Collection

Dear Mr. Vischio:

As requested in your email on March 24, 2017, please find enclosed the following documentation for the above referenced project:

- Business Entity Disclosure
- Political Contribution Disclosure Form
- Mandatory Equal Employment Opportunity Language
- Certificate of Employee Information Report
- Equal Opportunity for Individuals with Disability
- M/WBE Questionnaire for Bidders (2 copies)
- Business Registration Certificate

If you have any questions or require additional information, please contact me or Joseph Fishinger at 973-946-5604, [joseph.fishinger@nv5.com](mailto:joseph.fishinger@nv5.com).

Very truly yours,



Gordon Meth, PE, PP, PTOE, PTP  
Director, Traffic Engineering

GM:jm

Enclosures

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☒ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
NV5 Global, Inc. (owns 100% of NV5, Inc.)	200 South Park Rd, Suite 350, Hollywood, FL 33021
Dickerson Wright (owns 22% of NV5 Global)	200 South Park Rd, Suite 350, Hollywood, FL 33021

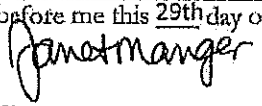
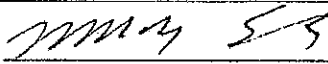
**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: NV5, Inc.

Signed: James E. Huselton Title: Chief Engineer/ Vice President

Print Name: James E. Huselton, PE, PP Date: March 29, 2017

Subscribed and sworn before me this 29th day of March 2017 <div style="text-align: center;">   <b>JANET E. MANGER</b>  <b>NOTARY PUBLIC OF NEW JERSEY</b>  <b>I.D. # 2426819</b>  <b>My Commission Expires 11/9/2017</b> </div>	<div style="text-align: center;">           (Affiant)  <b>Robert M. Ellis, Assg. Sec</b>          (Print name &amp; title of affiant) (Corporate Seal)       </div>
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# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	NV5, Inc.		
Address:	7 Campus Drive, Suite 300		
City:	Parsippany	State: NJ	Zip: 07054

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

James E. Huselton, PE, PP

Printed Name \_\_\_\_\_

Chief Engineer/Vice President

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.



### EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

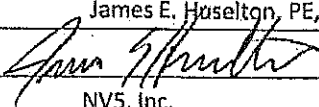
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): James E. Haselton, PE, PP

Representative's Signature: 

Name of Company: NV5, Inc.

Tel. No.: 973.946.5653

Date: 3/29/17

Certification 551

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2015** to **15-AUG-2018**

NV5, INC.  
7 CAMPUS DRIVE, SUITE 300  
PARSIPPANY NJ 07054



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

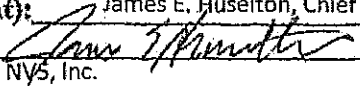
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: James E. Huselton, Chief Engineer/Vice President  
Representative's Signature:   
Name of Company: NYS, Inc.  
Tel. No.: 973.946.5653 Date: 3/29/17

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : NV5, Inc.

Address : 7 Campus Drive, Suite 300, Parsippany, NJ 07054

Telephone No. : 973.946.5600

Contact Name : James E. Huseilton, PE, PP

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: NV5, Inc.  
Address: 7 Campus Drive, Suite 300, Parsippany, NJ 07054  
Telephone No.: 973.946.5600  
Contact Name: James E. Huselton, PE, PP

Please check applicable category:

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**Requisition #****0178702****CITY OF JERSEY CITY**394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307**Requisition****Assigned PO #****Vendor**  
NV5, INC  
7 CAMPUS DRIVE, SUITE 300  
PARSIPPANY NJ 07054**Dept. Bill To**  
ENG, TRAFF & TRANS  
13-15 LINDEN AVE. EAST  
JERSEY CITY NJ 07305**Dept. Ship To**  
ENG, TRAFF & TRANS  
13-15 LINDEN AVE. EAST  
JERSEY CITY NJ 07305

NV881200

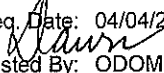
**Contact Info**  
Andrew Vischio, Asst. Traf Eng  
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	R	17-007-T ON CALL TDC	04-215-55-905-990	49,800.00	49,800.00

TRAFFIC VOLUME DATA COLLECTION RFP 17-007-T

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL  
ENGINEERING SERVICES CONTRACT TO NV5, INC. FOR THE  
ON-CALL TRAFFIC VOLUME DATA COLLECTION  
JERSEY CITY PROJECT NO: 17-007-T FOR THE  
DEPARTMENT OF ADMINISTRATION, DIVISION OF  
ENGINEERING, TRAFFIC AND TRANSPORTATIONPROPOSAL - MARCH 2017  
COST PROPOSAL NOT TO EXCEED FEE: \$49,800.00

FUNDING SOURCE: CY12 ENGINEERING/PROF.SERVICES

**Requisition Total 49,800.00**Req. Date: 04/04/2017  
Requested By:  ODOM  
Buyer Id:Approved By: **This Is Not A Purchase Order**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res 17-426  
Agenda No. 10.Z.29  
Approved: MAY 10 2017  
TITLE:



## A RESOLUTION CELEBRATING THE 10<sup>TH</sup> PASTORAL ANNIVERSARY OF REVEREND GARY S. K. FLOYD, SR.

COUNCIL AS A WHOLE offered and moved for adoption of the following resolution:

**WHEREAS, Gary S. K. Floyd, Sr.** was born in Jersey City, New Jersey to Gary and Beverly Floyd. He attended Jersey City Public schools, graduating from Henry Snyder High School in 1991 and attended Montclair State College studying Business Administration; and,

**WHEREAS, he** knew at an early age he heard the call of God. Active in the musical ministry, **Gary S. K. Floyd, Sr.** later became director of the Celestial Youth Choir as well as the Young Adult Choir; and

**WHEREAS, in 1994, accepting his call to preach and teach the gospel, Gary S. K. Floyd** was licensed as a Minister in 1996 under the leadership of Pastor W. W. Wilson. He began his studies with BBBI from 1994 to 1998. After 6 years of faithful service at Mt. Calvary Baptist Church, **Pastor Gary S. K. Floyd** was ordained in 2002; and,

**WHEREAS, in 2007, Pastor Gary S. K. Floyd** became the Senior Pastor of Jerusalem Missionary Baptist Church and undertook much needed renovations to the Church. Through the leadership of **Pastor Gary S. K. Floyd Sr.**, the church has ordained five Deaconesses, one Deacon, one Trustee and one Mother of the Church. His ministry created Love Thy Neighbor Outreach Ministry, Chosen Generation Youth Adult Ministry, and Senior Choir; and

**WHEREAS, in 2015 Pastor Gary S. K. Floyd, Sr.** was chosen as a Trustee of the New Hope Association and attained certification from the National Baptist USA to teach leadership at various institutes; and

**WHEREAS, Pastor Gary S. K. Floyd, Sr.** is the loving husband of Desmia Dale-Floyd, proud father of four sons, two stepdaughters, two stepsons, and has been blessed with five grandchildren.

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby join with Jerusalem Missionary Baptist Church in honoring **Pastor Gary S. K. Floyd Sr.** upon the celebration of his 10<sup>th</sup> Pastoral Anniversary on Friday May 19, 2017 at the Casino in the Park; and,

**BE IT FURTHER RESOLVED** that all the Members of the Jersey City Municipal Council wish **Pastor Gary S. K. Floyd** continued success in his Ministry to his flock and to all the people whom he is blessed to encounter.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-427  
Agenda No. 10.Z.30  
Approved: MAY 10 2017  
TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING A CONTRACT WITH ACRISURE, LLC  
AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE  
THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING  
SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR  
OBTAINING AND MONITORING THE CITY'S HEALTH BENEFITS,  
PRESCRIPTION AND STOP LOSS COVERAGE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City ("City") requires the services of an insurance consultant and broker to negotiate and obtain contracts with companies that provide health benefits, prescription and stop loss coverage; and

**WHEREAS**, the City publicly solicited quotes from vendors through a Request for Quotes ("RFQ") and received quotes from Acrisure, LLC and Frenkel Benefits, LLC; and

**WHEREAS**, Acrisure, LLC, with an office at 1460 Route 9 North, Suite 310, Woodbridge, NJ 07095, will provide this service to the City for six-hundred and sixty-thousand dollars (\$660,000) per year as the City's Health Benefits, Prescription and Stop Loss Insurance Broker of Record; and

**WHEREAS**, N.J.S.A. 40A 11-5 (1)(m) authorizes the award of contracts for insurance consulting services in accordance with the requirements of an Extraordinary Unspecifiable Services ("EUS") contract award; and

**WHEREAS**, the City has a need to acquire these services pursuant to a fair and open process, pursuant to of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the Business Administrator has certified that these services qualify as an EUS pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, Acrisure, LLC has certified that they have not made any reportable contributions in the one year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

**WHEREAS**, the resolution authorizing the award and the contract itself must be available for public inspection.

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to award a contract to Acrisure, LLC to provide insurance consulting services to the City at a cost of six-hundred and sixty-thousand dollars (\$660,000) per year and to be the City's broker of record for purchasing Health Benefit, Prescription and Stop Loss coverage.
2. The term of the contract shall be for three (3) years, commencing May 11, 2017 and ending May 10, 2020.



City Clerk File No. Res. 17-427Agenda No. 10.Z.30 MAY 10 2017

TITLE: **RESOLUTION AUTHORIZING A CONTRACT WITH ACRISURE, LLC AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE CITY'S HEALTH BENEFITS, PRESCRIPTION AND STOP LOSS COVERAGE**

3. This contract is awarded as an EUS in accordance with N.J.S.A. 40A:11-5 (a)(ii) of the Local Public Contracts law because of the reasons stated in the Certification attached hereto.
4. This contract is awarded using a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.
5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award.
6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget.

**BE IT FURTHER RESOLVED** that the above named company and persons shall have full authority to investigate and evaluate the health benefit, prescription and stop loss plans that are presently in effect within the City of Jersey City as to the above mentioned area and the above mentioned company and persons should submit proposals and recommendations accordingly.

I Donna Mauer Donna Mauer, Chief Financial Officer certify that funds in the amount of \$ 200,000 are available in Account No. 01-201-93-220-312  
PO# 125046

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

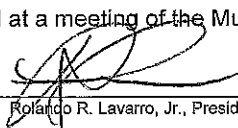
Certification Required ☒Not Required ☐APPROVED: 9-0

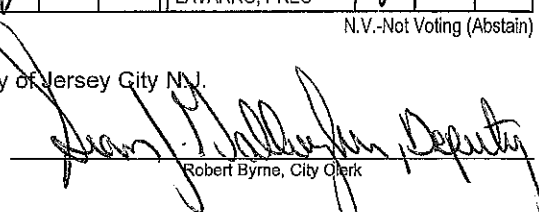
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input checked="" type="checkbox"/>			YUN	<input checked="" type="checkbox"/>			RIVERA	<input checked="" type="checkbox"/>		
GADSDEN	<input checked="" type="checkbox"/>			OSBORNE	<input checked="" type="checkbox"/>			WATTERMANN	<input checked="" type="checkbox"/>		
BOGGIANO	<input checked="" type="checkbox"/>			ROBINSON	<input checked="" type="checkbox"/>			LAVARRO, PRES	<input checked="" type="checkbox"/>		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A CONTRACT WITH ACRISURE, LLC  
AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE THE CITY  
OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE  
CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE CITY'S  
HEALTH BENEFITS, PRESCRIPTION AND STOP LOSS COVERAGE**

**Project Manager**

Department/Division	Human Resources	Health Benefits
Name/Title	Michaline Yurcik	Director
Phone/email	(201) 547-5217	MYurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Acrisure, LLC, with an office at 1460 Route 9 North, Suite 310, Woodbridge, NJ 07095, will provide insurance brokerage services to the City for six-hundred and sixty-thousand dollars (\$660,000) per year as the City's Health Benefits, Prescription and Stop Loss Insurance Broker of Record.

**Cost (Identify all sources and amounts)**

\$660,000

**Contract term (include all proposed renewals)**

3 years commencing on May 11, 2017  
and ending May 10, 2020.

**Type of award**

Extraordinary Unspecifiable Services

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

TO: Municipal Council  
FROM: Robert J. Kakoleski, Business  
Administrator  
DATE: May 4, 2017  
SUBJECT: This is a contract for insurance brokerage services for health benefits, prescription & stop loss coverage.

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Acrisure, LLC

Cost: \$360,000 per year.

Duration: 3 years.

Purpose: Evaluate and assess Health Benefits, Prescription, and Stop Loss Coverage.

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

**1. Provide a clear description of the nature of the work to be done.**

Acrisure, LLC will evaluate the current Health Benefits Plan for all enrollees in an effort to reduce costs for the City.

**2. Describe in detail why the contract meets the provisions of the statute and rules:**

Pursuant to N.J.S.A. 40A:11-5(1)(m), insurance, including the purchase of insurance coverage and consultant services, may be procured in accordance with the requirements for extraordinary unspecifiable services.

**3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**

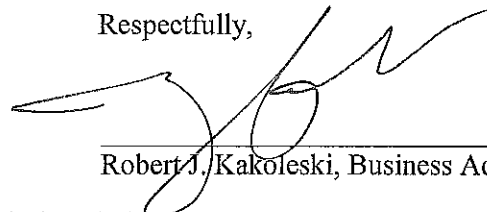
The performance of the services requires expertise in a variety of fields including having a thorough knowledge and understanding of the insurance industry, health benefits, prescription and stop loss costs.

**4. Describe the informal solicitation of quotations:**

A request for quotes was published on the City's web page. Additionally, the City sent copies of the request for quotes to previously interested vendors. The City received quotes from Acrisure, LLC and Frenkel Benefits, LLC.

**5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,



Robert J. Kakoleski, Business Administrator

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*

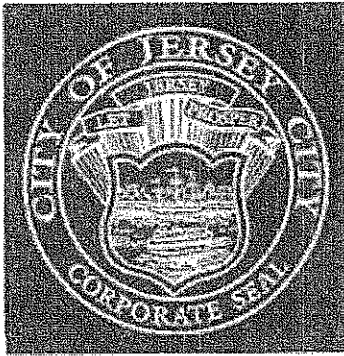
**ORIGINAL**

**RESPONSE TO REQUEST FOR QUOTATIONS  
FOR INSURANCE BROKERAGE SERVICES**

***MEDICAL, PRESCRIPTION, AND  
STOP LOSS INSURANCE COVERAGE***

**PRESENTED TO:**

**City of Jersey City  
394 Central Avenue, 3<sup>rd</sup> Floor  
Jersey City, New Jersey 07307**



**April 11, 2017**

**PRESENTED BY:**



**ACRISURE**

**1460 Route 9 North, Suite 310  
Woodbridge, New Jersey 07095**

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VII. Compensation Proposal	Page 34
VIII. Game Plan Approach	Page 37
IX. Services and Capabilities	Page 41
X. Attachments	Page 69

*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
Medical, Prescription, and Stop Loss Insurance Coverage  
City of Jersey City  
May 1, 2017 – April 30, 2020*

## **I. Checklist**

---



*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
Medical, Prescription, and Stop Loss Insurance Coverage  
City of Jersey City  
May 1, 2017 – April 30, 2020*

## **II. Required Forms**

---



CITY OF JERSEY CITY, NJ  
DEPARTMENT: Administration  
PURPOSE: Insurance Brokerage Services

REQUEST FOR QUOTATIONS  
DIVISION: Human Resources  
DUE DATE: April 11, 2017

Please place the checklist and the required forms which follow at the front of your proposal to facilitate the City's review.

PROJECT: REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE  
SERVICES TO BE AWARDED AS A CONTRACT FOR EXTRAORDINARY  
UNSPECIFIABLE SERVICES

RESPONDENT: ACRISURE, LLC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Administration Review
A. Pay-to-Play Forms	UK	
B. Non-Collusion Affidavit properly notarized	UK	
C. Statement of Ownership Disclosure *	UK	
D. Mandatory Affirmative Action Language (Exhibit A)	UK	
E. Employee Information Report or Form AA302 (submitted only if this is the first time doing business with Jersey City). If it is not the first time, submit the actual Certificate of Employee Information Report or Letter of Federal Approval	UK	
F. Americans with Disabilities Act (Appendix A)	UK	
G. MWBE Questionnaire	UK	
H. Business Registration Certificate	UK	
I. Written Quote	UK	
J. Letter of Intent	UK	
K. Acknowledgement of Addenda *	UK	
L. Original signature(s) on all required forms.	UK	

\* Failure to include these documents with Proposal will result in automatic rejection of Proposal.



Item A. Pay-to-Play Forms

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Acrisure LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding April 26, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Acrisure, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Acrisure LLC

Signed Ullin Title: Marketing Manager

Print Name Lindsay Klein Date: April 2, 2017

Subscribed and sworn before me  
this 10th day of April, 2017

My Commission expires:

Ullin  
(Affiant)  
Lindsay Klein, Marketing Manager  
(Print name & title of affiant) (Corporate Seal)

LISA J. TERRIZZI  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 2445973  
My Commission Expires 4/30/2019

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Lindsay Klein, Marketing Manager  
Acisure, LLC  
732-602-0010  
Date: April 6, 2017

**Item B. NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Lindsay Klein, Marketing Manager  
of the firm of Acrisure, LLC

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent)

Lindsay Klein

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

April 6<sup>th</sup>

OF 20 17

(TYPE OR PRINT NAME OF AFFLIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 2019

LISA J. TERRIZZI  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 2445973  
My Commission Expires 4/30/2019

Lisa J. Terrizzi

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item C. Statement of Ownership Disclosure

**STATEMENT OF OWNERSHIP  
(OWNERSHIP DISCLOSURE CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with  
All Bid and Proposal Submissions

Name of Business: Actisure LLC

Address of Business: 1460 Route 9 North, Suite 310 Woodbridge, New Jersey 07095

Name of person completing this form: Lindsay Klein, Marketing Manager

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

### **Part I**

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership
- ☒ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): \_\_\_\_\_

### **Part II**

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☒ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below.**  
**(Please attach additional sheets if more space is needed):**

Name: NIA

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which Is Publicly Traded:**

N/A

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this 6 day of April, 2017.

(Notary Public)

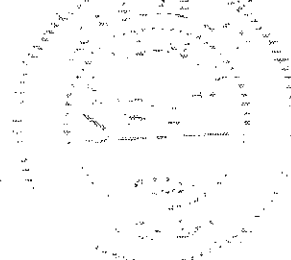
My Commission expires:

LISA J. TERRIZZI  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 2445973  
My Commission Expires 4/30/2019

Ullrich  
(Affiant)

Lindsay Klein Marketing Manager  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)



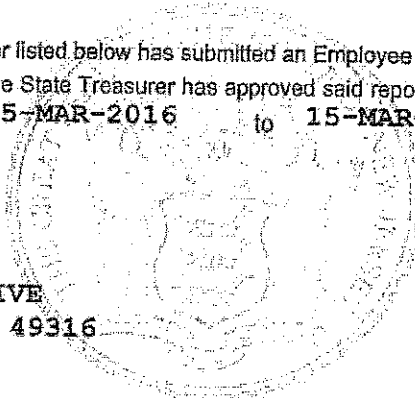


Certification 1125

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2016** to **15-MAR-2019**

**ACRISURE, LLC**  
**5664 PRAIRIE CREEK DRIVE**  
**CALEDONIA MI 49316**



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

Item F: Americans with Disabilities Act

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Joliet (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Wendy Klein, Marketing Manager

Representative's Signature: [Signature]

Name of Company: Acisure LLC

Tel. No.: 312-602-0010

Date: April 6, 2014

Item G. MWBE Questionnaire (2 Copies)

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Acrisure LLC  
Address : 1460 Route 9 North Suite 310 Woodbridge  
Telephone No. : 732-602-0010 New Jersey 07095  
Contact Name : Lindsay Klein, marketing manager

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ACRISURE LLC
Trade Name:	
Address:	5664 PRAIRIE CREEK DR CALEDONIA, MI 49316
Certificate Number:	1812228
Effective Date:	July 31, 2013
Date of Issuance:	March 27, 2017

For Office Use Only:

20170327142456564

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Questionnaire for Bidders

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name:

ACRISURE LLC

Address:

1460 Route 9 North, Suite 310, Woodbridge  
New Jersey 07095

Telephone No.:

732 602 0010

Contact Name:

Lindsay Klein, Marketing Manager

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

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Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**Item I. Written Quote**

Please include a quote for the annual cost to provide any of the services listed below.

**Insurance Brokerage Service**

**Annual Cost**

Medical, Prescription and Stop Loss Insurance:

\$ 660,000

Dental Insurance:

\$ N/A

Life Insurance for Management and Non-Management

\$ N/A

Please include any other details that describe the services to be provided with this exhibit.

*Cost Details:*

- Brokerage Services \$510,000
- On-site Full Time  
nursing and  
wellness services \$115,000
- Actuarial GASB 45  
and IRS 1095  
Reporting Services \$35,000



March 27, 2017

Attn: Peter Folgado, Purchasing Agent  
Department of Administration  
Division of Purchasing  
394 Central Avenue  
3<sup>rd</sup> Floor  
Jersey City, New Jersey 07307

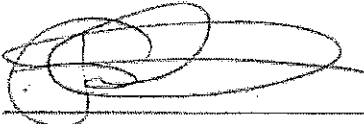
Dear Mr. Folgado:

The undersigned, as Respondent, has submitted the attached Quote in response to a Request for Quotes (RFQ), issued by the City of Jersey City (City), dated March 20, 2017, in connection with the City's need for Health Insurance Broker Services.

**Acrisure, LLC HEREBY STATES:**

1. The Quote contains accurate, factual and complete information.
2. Acrisure, LLC agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. Acrisure, LLC acknowledges that all costs incurred by it in connection with the preparation and submission of the Quote and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. Acrisure, LLC hereby declares that the only persons participating in this Quote as Principals are named herein and that no person other than those herein mentioned has any participation in this Quote or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. Acrisure, LLC declares that this Quote is made without connection with any other person, firm or parties who has submitted a Quote, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. Acrisure, LLC acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.
7. Acrisure, LLC acknowledges that any contract executed with respect to the provision of insurance brokerage services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.



Greg Williams, Chief Executive Officer  
Acrisure, LLC  
March 27, 2017



Item K. Acknowledgement of Addenda

CITY OF JERSEY CITY  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM

REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE SERVICES TO BE  
AWARDED AS A CONTRACT FOR EXTRAORDINARY UNSPECIFIABLE SERVICES

The undersigned acknowledges receipt of the following addenda to the Request For Proposal:

THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM SHOULD BE  
RETURNED WITH PROPOSAL PACKAGE; NOT TO BE SENT SEPARATELY

NOTE: Failure to acknowledge receipt of all addenda will cause the proposal to be considered non-responsive and the proposal will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. N/A Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Proposer: ACHISURE LLC

Street Address: 1460 ROUTE 9 NORTH, Suite 310

City, State, Zip Woodbridge New Jersey 07095

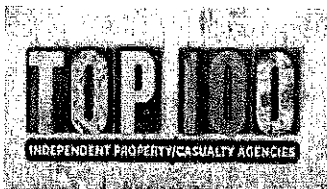
Authorized Signature: [Signature]

Date: April 10, 2017

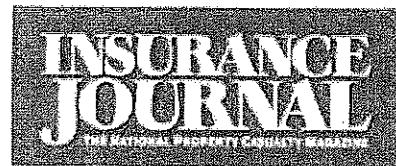
### III. Introduction

Acrisure, LLC is pleased to submit a response to the Request for Quotations for Insurance Brokerage Services prepared by the City of Jersey City for the provision of Medical, Prescription, and Stop Loss Insurance.

Acrisure, LLC is a full service insurance brokerage firm, offering employee benefits, voluntary insurance, and risk management solutions for a variety of public entities including municipalities, school districts, counties, and independent authorities, as well as private companies throughout the State of New Jersey and the country. Acrisure is one of the top 10 privately held brokerage firms in the nation, with premiums managed greater than \$4 billion. Our firm is the second largest public entity insurance brokerage firm in the state of New Jersey, representing more than 60 public entity clients in New Jersey, including several leading municipalities, such as the City of Jersey City. Our firm has significant experience providing insurance brokerage services to large corporations, municipalities, and state and local agencies. We produce superior results for our clients.



Ranked by Total 2015 P/C Revenue



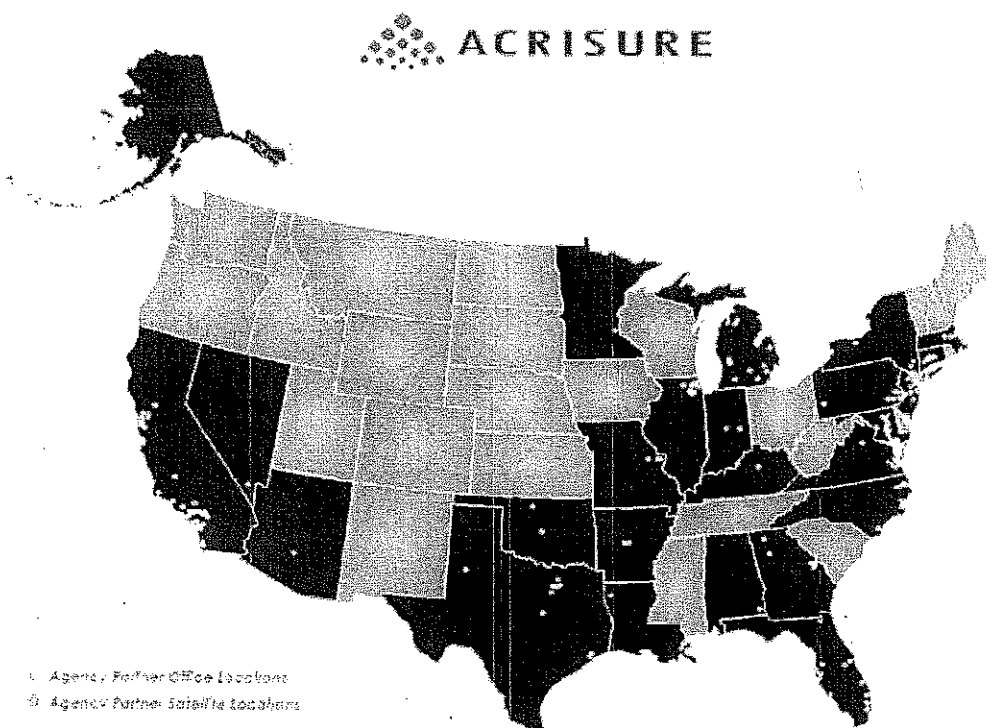
	Agency Name	2015 Total P/C Revenue	2015 Total Other than P/C Revenue	2015 Total P/C Premiums Written	2015 Other than P/C Revenue	Full-Time Employees	Main Office
2	HUB International	\$1,007,636,000	\$326,028,000	\$6,721,541,337	\$4,151,826,261	8,453	Chicago, Ill.
1	Lockton Cos.	\$947,343,000	\$381,226,000	\$8,627,519,000	\$13,898,378,000	6,000	Kansas City, Mo.
4	Alliant Insurance Services Inc.	\$553,560,874	\$251,236,594	\$3,772,152,076	\$4,590,757,390	2,329	Newport Beach, Calif.
3	USI Insurance Services	\$514,562,044	\$441,245,004	\$4,714,624,598	\$8,588,603,029	4,406	Valhalla, N.Y.
6	Conlie	\$472,571,000	N/A	\$1,450,000,000	N/A	4,400	Huntington Beach, Calif.
5	AssuredPartners Inc.	\$422,546,495	\$134,462,724	\$5,305,033,766	\$3,004,448,475	3,600	Lake Mary, Fla.
10	Acrisure LLC	\$319,954,127	\$91,692,750	\$2,831,531,430	\$1,185,490,969	2,064	Caledonia, Mich.

Our firm is keenly focused on client excellence in employee benefits, benefit design, voluntary benefits, and risk management. We provide national strength through our network agencies and resources servicing over 5,000 clients within the United States, while simultaneously providing a local presence with New Jersey offices and an account management team available to meet in-person with our clients. Our team is equipped with experienced professionals committed to your

*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
Medical, Prescription, and Stop Loss Insurance Coverage  
City of Jersey City  
May 1, 2017 – April 30, 2020*

success, and the ability to provide effective insurance solutions within the consideration of collectively negotiated insurance programs.

Acrisure offers its clients extensive knowledge of fully-insured and self-insured insurance programs, complete plan design analysis, program alternatives that save money and enhance options, internal administrative procedures and processes to enhance delivery of services, as well as preparation and strategic marketing of insurance programs.



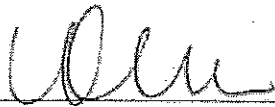
Under the provisions of federal health care reform and recent change in State regulations, all employers such as the City of Jersey City are required to comply with several new requirements and will be impacted by financial obligations and reporting requirements over the next several years. In our capacity as broker and consultant, we are available to present the intricacies of these evolving laws and provide specific information on the responsibilities and obligations of the City, as well as a timeline of reform provisions. Acrisure provides regular and timely updates to our clients as the provisions of the law are modified.

*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
Medical, Prescription, and Stop Loss Insurance Coverage  
City of Jersey City  
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Our unique approach goes beyond basic insurance services to act as an extension of our client's organization. This approach provides our service team with a deep understanding of each client's health insurance needs to achieve long-term cost savings and program stability. We provide our clients with staff expertise and enhanced services that lead to a high level of satisfaction for our public entities.

Acrisure, LLC has carefully reviewed the provisions contained within this Request for Quotations for Insurance Brokerage Services and agrees to comply with all detailed statements contained therein. The response contained herein by Acrisure, LLC ensures the highest level of professional service and integrity on behalf of the City. We would be pleased to continue to represent the City of Jersey City for Medical, Prescription, and Stop Loss Insurance Coverage.

**The undersigned, as Respondent, hereby states that the Response to Request for Quotations for Insurance Brokerage Services for the provision of Medical, Prescription, and Stop Loss Insurance Coverage presented to the City of Jersey City contains accurate, factual and complete information.**



**Lindsay Klein, Marketing Manager  
Acrisure, LLC**

*April 10, 2017*  
**Date**



## **IV. Scope of Services**

---

Acrisure, LLC is proud of the comprehensive and value-added services we provide to our clients, including the City of Jersey City. Per the Request for Quotations for Insurance Brokerage Services issued by the City of Jersey City, Acrisure will continue to provide medical, prescription, and stop loss insurance services including, but not limited to the following:

### **Consulting Services**

- Review City's health benefits (i.e. medical, dental, optical, chiropractic and prescription drug programs) and assess opportunities for improvements in cost savings and services provided
- Provide technical assistance to reduce the overall cost of providing these benefits through a variety of means including developing effective negotiations strategies to expeditiously reduce the absolute cost of health insurance benefits
- Make recommendations for changes in programs with the objective of providing better services and lower costs
- Provide assistance and guidance in the selection and implementation of new programs and/or changes to existing programs
- Provide Business Administrator with reasonable preliminary renewal figures during the budget process
- Access to senior level consulting services on a 24/7 basis
- Access to internal attorney to attorney consulting support services

### **Negotiating Services**

- Negotiating annual renewal of existing coverage including soliciting multiple or alternative proposal coverage
- Provide collective bargaining assistance regarding health insurance changes

### **Audit and Compliance Services**

- GASB45 Filings and actuary attestation
- Medicare Part D filings and actuary attestations
- Complete ERRP auditing services
- Medical plan claims audit services
- Prescription plan claims audit services
- Eligibility audits
- Information Technology assistance where necessary for regulatory compliance

### **Employee Services**

- Provide full services regarding open enrollment, new employee orientation, and support services. Respond to all employee issues and questions in a timely manner regarding their medical benefits
- Provide a client call center / help desk to assist employees with resolving any plan participant's health insurance related issues
- Provide an online website to assist employees with resolving any plan participant's health insurance related issues
- Provide assistance in creating and / or educating employees about available wellness programs
- Provide Employer Service Center for handling City eligibility / enrollments, mailing services, etc.
- Provide communications such as brochures, posters, and other communication pieces

*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
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City of Jersey City  
May 1, 2017 – April 30, 2020*

- Assist the City in evaluating and settling employee grievances relating to health benefits issues
- Provide a “wellness coach” for employees who will be available 5 days per week



## **V. Administrative Information**

**a. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Quote.**

Acrisure, LLC takes pride in our reputation as an experienced and hard-working firm for employee benefits, voluntary benefits, and property/casualty insurance. We have significant experience providing insurance brokerage services to large and complex public sector municipalities and agencies. Our ability to provide assistance with the development of long-range insurance strategies while focusing on customer service and client satisfaction, cements our relationships with our clients. Our firm consistently puts forth the extra effort in order to preserve our standard of excellence.

Acrisure has the distinct honor of serving as the City of Jersey City's insurance broker for medical, prescription, and stop loss coverage since November 2013. Over the past several years, Acrisure has demonstrated our expertise in the areas of insurance consultation, negotiation, audit and compliance, and employee services. We have introduced innovative, cost saving programs and continue to examine new ways to further reduce overall cost to the City and its employees while maintaining a comprehensive benefit program. Acrisure routinely reviews the benefit structure for the City's health insurance plans and provides viable solutions which result in significant cost savings. In addition to significantly reducing our brokerage compensation by several hundred thousand dollars to serve as insurance broker, we analyze the potential impact of the changes, benchmark the plan design and cost versus the State Health Benefit Plan, and make recommendations to administration. We regularly assist the City in placing medical, prescription, and stop loss coverage and services out to bid. We negotiate the most favorable cost saving terms possible on behalf of the City, and deliver a detailed analysis and recommendation for coverage placement. In March 2015, the City followed our recommendation to exclude coverage for compound medications, which resulted in saving the City close to \$1,000,000 with minimal employee impact. We also closely watch evolving movements in health care and recommend enhancements to the benefits programs, such as implementing coverage for gender dysphoria treatment in January 2016, making the City of Jersey City one of the first cities in the country to cover this benefit. We have worked to reduce claims utilization /improve claims processes, providing millions of dollars in savings.

Acrisure understands the importance of wellness and has been instrumental in implementation of a comprehensive employee wellness program and provides the City a dedicated full time wellness coach. As a result, the City's employees have experienced great success in the areas of weight loss, improved nutrition, lowered blood pressure, reduced stress levels and increased exercise. We have saved millions of dollars through this wellness initiative. Over time, we expect continued success and growth of the program with long term results of a healthier employee population, therefore decreasing health care costs for the City. Acrisure also sponsored a Weight Watchers program at the Department of Health and Human Services, offering rewards to those employees who met or exceeded their weight loss goals.

In a turbulent environment, Acrisure has helped the City remain compliant with all facets of Health Care Reform. On an annual basis, we calculate the required payments and facilitate fund transfers for the Transitional Reinsurance Fee and the Patient-Centered Outcomes Research Institute (PCORI) Fee. We facilitated delivery and mailing of proper forms to employees and retirees, such as 1095 C's. Acrisure hosts an annual Affordable Care Act Seminar facilitated by our in-house legal counsel who specializes in Health Care Reform and Benefits Compliance. This seminar is an important way for us to continue to educate our clients in the ever-changing environment of health



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care.

Acrisure provides a call center and claims advocacy services dedicated to assisting the City's employees and retirees with eligibility, benefits, and claims issues. We provide custom ID cards with call center contact information ensuring that the City's employees and retirees have 24 / 7 access to client advocates. Our call center assists in the resolution of claims issues and enrollment problems, facilitates the appeal process on behalf of members, and negotiates balance billing from out of network providers. These services are offered as a valuable resource to both employees and retirees, and our firm intends on continuing to improve the services and value of our call center to members. In addition, Acrisure provides a full-time, dedicated Senior Account Executive who works closely with the City's Health Benefits office and Human Resources to consult and advise on issues as they arise. Some examples of the services we provide include generating monthly invoices for health benefits coverage for both the City of Jersey City Free Public Library and the City of Jersey City Economic Development Corporation, the implementation of the Jersey City Incinerator Authority population in the spring of 2016 to the City's health benefits program, enrollment assistance, eligibility questions, claims advocacy, support on COBRA, HIPAA, Medicare, Chapter 78, and Disability.

Acrisure has been instrumental in working with the City's administration with respect to union negotiations. We have identified areas where benefits on both the medical and prescription side that could be changed, analyzed member impact and projected savings in an effort to educate and advise both the City and the union leadership. We met with the union leaders and their attorneys to answer questions and provide information in order to help them in the negotiation process. In addition, Acrisure has been instrumental to the City in executing various settlement agreements once the negotiations have been finalized. Our firm is currently in the process of working with the City and unions for some future plan changes which we expect will save the City more money on their health benefits program in the near future.

Acrisure also assists the City with auditing and actuarial services at no additional cost. Upon appointment as the City's broker, our firm conducted a dependent audit, and identified many dependents that have aged out of the plan, but remained on the coverage. After cleaning this up, our firm now does a monthly sweep to ensure that only eligible dependents are covered under the City's plan. Acrisure has assisted the City in budget preparation, future rate setting, and providing actuarial support for both. Acrisure has delivered the required biannual actuarial GASB45 report. These services are sponsored by Acrisure as a service that is provided to the City on annual basis.

The cumulative efforts of our firm have improved service, improved claims payments and program management, and provided savings well in excess of \$5 million. The program provides benefits at costs below the State Health Benefits Program and provides a highly comprehensive offering of benefits coverage.

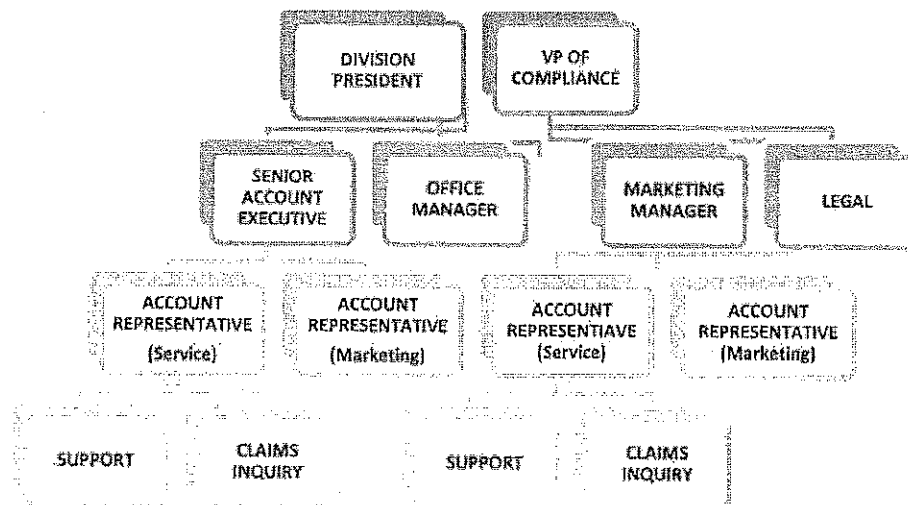
Acrisure has continued to deliver the highest quality brokerage and consulting services while reducing brokerage compensation by 40% over three years, saving additional hundreds of thousands of dollars. Should our firm continue as broker, we believe we can achieve millions in added savings through improvements to the prescription program and further claims management and auditing efforts. Acrisure has carefully reviewed the provisions contained within this Request for Quotations for Insurance Brokerage Services and agrees to comply with all detailed statements contained therein. We would be pleased to continue to represent the City of Jersey City among our family of clients as insurance broker for medical, prescription, and stop loss coverage.



**b. Name, address, and telephone number of the Respondent submitting a Quote pursuant to this RFQ, and the name of the key contact person.**

Name: Acrisure, LLC  
Address: 1460 Route 9 North, Suite 310  
Woodbridge, New Jersey 07095  
Phone: 732-602-0010  
Key Contact: Sarah DeRado, Senior Account Executive

**c. A description of the business organization (i.e. corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.**  
Acrisure is organized as a limited liability corporation. The following chart reflects the structure of the New Jersey office's divisional responsibilities.



1. Provide the names and business addresses of all Principals of the Respondent submitting the Quote. For purposes of this RFQ, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.

No individual stockholder has an ownership of 10% or more in the firm.

- 2. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parent's approval rights over the activities of the Respondent submitting a Quote. Describe the approval process.**

While this office is a fully-owned subsidiary of Acrisure, LLC, all decisions and professional determinations are made at the New Jersey divisional level.

- 3. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership joint venture or similar organization.**

This statement is not applicable to our firm.

- 4. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.**

Acrisure, LLC has complied with all applicable affirmative action (or similar) requirements with respect to our business activities. Evidence of such compliance is contained in the Required Documentation portion of this response to Request for Quotations for Insurance Brokerage Services.

- d. The number of years Respondent has been in business under the present name.**

Acrisure, LLC was founded in 2005 and established through the acquisition and consolidation of formerly independent owned insurance agencies.

- e. The number of years Respondent has been under current management.**

Acrisure, LLC has been under current management since inception.

- f. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.**

There are no judgments within the last three (3) years in which Acrisure, LLC has been adjudicated liable for professional malpractice.

- g. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.**

Acrisure, LLC has not been involved in any bankruptcy or re-organization proceedings in the last ten (10) years.

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**h. Confirm appropriate federal and state licenses to perform activities.**

Acrisure, LLC maintains all appropriate and necessary licenses to perform the activities set forth in the Request for Quotations for Insurance Brokerage Services issued by the City of Jersey City. Evidence of appropriate licenses can be found in the attachments portion of this response.

**i. An executed letter of intent.**

An executed letter of intent can be found in the Required Documentation portion of this response to Request for Quotations for Insurance Brokerage Services.



## **VI. Professional Information**

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- a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

1. **Description and scope of work by Respondent.**

Acrisure, LLC takes pride in our reputation in the brokerage community as an aggressive and hard-working firm that maintains deep rooted relationships with our clients. In addition to our financial consulting services in the areas of renewal negotiations, competitive marketplace projects, costs projections and savings analyses, we diligently assist our clients to ensure that the benefit plans run smoothly and employees and their dependents receive benefits as expected.

Our firm is proud of the brokerage services we provide to a myriad of public and private sector clients. We build our relationships one group at a time and our account management team is both technically proficient and highly visible to our groups. As the insurance marketplace continues to evolve and resources become increasingly scarce, a qualified insurance broker who can negotiate renewals, resolve issues and proactively develop ideas is extremely important. We have these capabilities.

Several notable areas of our expertise and relevance to the RFQ are as follows:

- Team of highly experienced professionals to provide quality service; bi-lingual staff
- Preparation and strategic marketing of insurance programs
- Dedicated claims advocacy representative and team
- Availability and 24-7 Accessibility
- State and Federal Health Care Reform Expertise
- Communications and internal organization
- Liaison services between the client and insurer/administrator
- In-House legal counsel
- Specific expertise for labor negotiations
- Specific expertise for implementing money saving plan design and modifications
- Delivery of on-site wellness counselors

*Team of highly experienced professionals to provide quality service; bi-lingual staff -*

Acrisure takes pride in its reputation in the brokerage community as an aggressive and hard-working firm that maintains deep rooted relationships with our clients. Our

ability to provide assistance with the development of long-range insurance strategies and focus upon customer service and client satisfaction cement our relationships with our clients and our firm consistently puts forth the extra effort in order to preserve our standard of excellence. Our firm has vast experience at ensuring that claims are filed in a timely and proper fashion and that comprehensive coverage is afforded to the client. Acrisure's designated account team will continue to work with City administrators and staff in the review of existing programs, recommendation of new plans, and full implementation of any new plans.

Acrisure maintains professional appointments with the leading insurance carriers on a national and local basis. A significant part of the service we provide to our clients is our ability to negotiate favorable insurance and administrative cost terms. Our success in negotiating contract terms and renewal costs are a combination of the depth of experience that our consulting staff has in both underwriting and brokerage services. These skills have led us to understand the intricate sub-components of how premium rates are comprised. In addition, we have the knowledge to challenge underwriters and ultimately obtain the lowest possible cost for our clients.

***Preparation and strategic marketing of insurance programs -***

Acrisure provides final recommendations to our clients, either to a Business Administrator, governing Board, or other appropriate decision maker, prior to each program renewal. The medical, prescription, dental, vision, or other employee benefit plans offered each contain unique pricing, plan design platforms, claims experience and network utilization, market trend multiplying factors, and enrollment levels.

Our firm develops an in-house Request for Proposal for each program renewal which describes the specifications of each program. Our firm delivers this Request for Proposal to the leading marketplace carriers each year in order to obtain the best pricing coverage for the same benefits that is available. After serious review and negotiation of the renewal and proposals, our firm provides a final recommendation and analysis to the client, reviewing the details of our findings and recommending the best and most cost effective solutions.

***Dedicated claims advocacy representative and team-***

Acrisure has extensive experience in claims resolution and patient advocacy. Our firm provides a dedicated account management team for each client, proficient in current benefit levels and maintaining excellent relationships with the customer service representatives and account managers from each insurance carrier.

Each account management team has at least one dedicated Client Advocacy Representative, available directly to handle claims emergencies, issues, and grievances. The Client Advocacy Representative is available for employees, administration, and union leaders to address and resolve any claims issues that arise. This direct interaction streamlines the claim resolution process and lessens the burden on the administration for our clients. While Acrisure can never guarantee that a claim or enrollment will be 100% resolved, our firm prides itself on timely communication and responsiveness to our clients and its members, and always makes every possible attempt to assist and resolve complaints.

***Availability and 24-7 accessibility -***

Acrisure office operation hours are 8:30am to 5:00pm Monday through Friday. We furthermore have a 24-hour toll free phone number which provides constant access to the participants of the health benefits plan. Any questions or information requests may be directed to Sarah DeRado, Jay McManus, Patrice Dawkins, Lindsay Klein, or Michele Padden. Acrisure is available for any and all on-site meetings within 24 hours and immediate telephonic response to resolving any issues related to the City's insurance program.

***State and Federal Health Care Reform Expertise -***

Under the provisions of Federal health care reform and recent State regulations, all employers such as the City of Jersey City are required to comply with new requirements and will be impacted by financial obligations and reporting requirements over the next several years. In our capacity as broker and consultant, we are available to present the intricacies of these evolving laws and provide specific information on the responsibilities and obligations of the Borough, as well as a timeline of reform provisions. Our office provides regular and timely updates to our clients as the provisions of the law are modified.

With the introduction of P.L. 2011 Chapter 78 in June 2011, our firm has assisted several of our clients with the understanding and implementation of the complexities of the health care reform law. Depending on the expiration of collective bargaining agreements, our firm has assisted our clients in selecting Section 125 Flexible Spending Account vendors to provide employee contributions on a pre-tax basis. Our firm furthermore has unique software to help calculate and track individual contributions based on each employee's salary, date of hire, medical, prescription, dental, and vision plan choices, and enrollment status. As this law phases in over



several years, our firm is available for our clients' to assist with any and all questions pertaining to health care reform and the implications of the reform. Acrisure's team has also helped provide the individual health plan costs for our client's W-2 reporting requirements.

Acrisure calculates the required payments and facilitates fund transfers for the Transitional Reinsurance Fee and the Patient-Centered Outcomes Research Institute (PCORI) Fee. We facilitate delivery and mailing of proper forms to employees and retirees, such as 1095 C's. Acrisure hosts an annual Affordable Care Act Seminar facilitated by our in-house legal counsel who specializes in Health Care Reform and Benefits Compliance. This seminar is an important way for us to continue to educate our clients in the ever-changing environment of healthcare.

Acrisure delivers the biannual GASB45 OPEB reports for the City including all required documentation and actuarial support.

***Communications and internal organization -***

Acrisure provides a hands-on approach with our clients, assisting as much as possible with any application processes, contract execution, employee communications, benefit fairs, open enrollment seminars, new hire handbooks, SBC requirements, and virtually all aspects of health insurance benefit communication. We are available at the need of our client to organize, host, and coordinate all insurance vendors and employee groups for large group seminars or individual one-on-one meetings to review and discuss benefit options offered. Our firm is available to provide seminars for administration regarding health care reform, as well as provide guidance and specific tools for Chapter 78 employee mandatory contributions. Acrisure will attend all meetings as requested by the City.

***Liaison services between the client and insurer/administrator -***

Acrisure is a recognized and appointed broker with the leading insurance carriers in the State of New Jersey. Our appointments with major medical insurance companies include Aetna, AmeriHealth, Cigna, United Health Care/Oxford, Meritain, Qualcare, as well as Horizon Blue Cross Blue Shield of New Jersey.

Our firm only maintains professional relationships with the most accredited and highest rated insurance companies, including but not limited to Horizon, Cigna, Aetna, United Healthcare/Oxford and most other Blue Cross Blue Shield companies. While Acrisure maintains professional appointments with a wide variety of fully insured and self-



insured ancillary (dental, stop loss, vision, voluntary benefits, etc.) insurance providers, the predominant companies include: Express Scripts, CVS Caremark, Optum, Creative Underwriters, HM Insurance, Sun Life, AIG, Voya, Benecard, Bollinger, MaxorPlus, Principal Life, MetLife, Guardian Life, Delta Dental, National Vision Administrators, and Vision Service Plan.

At the anniversary renewal date for each line of insurance, our firm disseminates a Request for Proposal to each of the above mentioned insurance companies, as well as other options within the marketplace. Our firm does not typically share proprietary financial recommendations and proposals obtained on behalf of our clients. Our firm can, however, guarantee that a full coverage and cost analysis will be conducted on behalf of the City of Jersey City, and the most competitive insurance companies will have the opportunity to bid on all lines of insurance providing equal to or better than benefits, as well as several lower cost benefit options.

Acrisure has demonstrated experience in identifying issues and exposures with insurance carriers, and takes our role as consultant and broker very seriously when negotiating with each insurance carrier providing health programs to our clients. Our firm works with incumbent carriers on a consistent basis to ensure the proper administration of these programs and confirm that each insurance company is providing outstanding service while still offering reasonable and fair cost increases at each renewal.

#### ***Expertise in Wellness***

Acrisure has been instrumental in implementation of a comprehensive employee wellness program and provides the City a dedicated full time wellness coach. As a result, the City's employees have experienced great success in the areas of weight loss, improved nutrition, lowered blood pressure, reduced stress levels and increased exercise. We have saved millions of dollars through this wellness initiative. Over time, we expect continued success and growth of the program with long term results of a healthier employee population, therefore decreasing health care costs for the City.

#### ***In-House Legal Counsel***

Acrisure has an experienced employee benefits attorney on staff and available to consult with our clients and provide practical solutions on a variety of legal compliance issues. This is a significant value-added service, at no additional charge.

***Specific expertise for labor negotiations and plan design –***

Acrisure annually markets each of the benefits programs through an extensive Request for Proposal marketing process. Our firm submits uniform marketing specifications unique to our clients on an equal to or better than basis, but also requesting plan decrements and options that may enhance the plan or provide significant bottom line savings. Options may include consideration of alternate funding arrangement (self-insurance versus fully-insured programs), Medicare carve out options specific to retirees, voluntary plan design options, and minor adjustments to current benefit levels such as copayments, deductibles, etc. All vendors are required to submit proposals by a specific deadline and at that time our firm creates a financial exhibit which illustrates in detail all cost options available. This ultimately provides cost effective recommendations to the administration, including cost savings measures which can be presented to union representatives for bargaining unit negotiations.

A complete Employee Benefits Review & Analysis report is presented to the administration giving recommendations for most cost effective solution prior to renewal time. Acrisure and our dedicated Account Management team are available to meet with administration, union leadership, and any decision makers to discuss the recommendations set forth. We recognize the importance of collectively negotiated benefits, and the impact on the overall benefits program.

We are available to attend labor negotiation meetings as requested.

**2. Name, address and contact information of references.**

Acrisure, LLC serves as insurance broker / consultant for more than 60 public entities in the State of New Jersey, including municipalities, school districts, counties, and authorities. Following is a listing of current Acrisure clients who have knowledge of our medical, prescription, and stop loss insurance brokerage services.

**Hon. Brian P. Stack, Mayor**

City of Union City

3715 Palisade Avenue, Union City, New Jersey 07087

Phone: 201-348-5154

**Mr. David Troast, City Manager**

City of Hackensack

65 Central Avenue, Hackensack, New Jersey 07601

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Phone: 201-646-3901

**Mr. Joseph D'Arco**, Borough Administrator  
Borough of Paramus  
1 Jockish Square, Paramus, New Jersey 07652  
Phone: 201-265-2100

**Ms. Diane Capizzi**, Director of Human Resources  
Union City Board of Education  
3912 Bergen Turnpike, Union City, New Jersey 07087  
Phone: 201-348-5850

**Mr. Robert Landolfi**, Business Administrator  
Township of Woodbridge  
One Main Street, Woodbridge, New Jersey 07095  
Phone: 732-634-4500

**Mr. Michael Shabbab**, Chief Financial Officer  
North Hudson Community Action Corporation  
5301 Broadway, West New York, New Jersey 07093  
Phone: 201-210-0100

**Mr. Dan Frankel**, Business Administrator  
Borough of Sayreville  
167 Main Street, Sayreville, New Jersey 08872  
Phone: 732-390-7071

**Hon. Jonathan Hornik**, Mayor  
Township of Marlboro  
1979 Township Drive, Marlboro, New Jersey 07746  
Phone: 732-536-0200

**Mr. Fred Potter**, Trustee  
Teamsters Local 469  
3400 Highway 35, Hazlet, New Jersey 07764  
Phone: 732-888-0100

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**Ms. Claudia Martins**, Deputy Director of Personnel and Labor Relations  
County of Union  
10 Elizabethtown Plaza, Elizabeth, New Jersey 07207  
Phone: 908-527-4289

**Mr. John Pulomena**, County Administrator  
County of Middlesex  
75 Bayard Street, New Brunswick, New Jersey 08901  
Phone: 732-745-3040

**Mr. Robert Bergen, Esq.**, Law Director  
Borough of Carteret  
61 Cooke Avenue, Carteret, New Jersey 07008  
Phone: 732-541-3804

**Mr. Victor Demming**, Business Administrator  
East Orange Board of Education  
199 Fourth Avenue, East Orange, New Jersey 07017  
Phone: 862-233-7300

**Ms. Lana Carden**, Director of Human Resources  
Plainfield Municipal Utilities Authority  
127 Roosevelt Avenue, Plainfield, New Jersey 07060  
Phone: 908-226-2518

**Peter Frascella**, Business Administrator  
South Amboy Board of Education  
240 John Street, South Amboy, New Jersey 08879  
Phone: 732-525-2100

**Ms. Alexis Zack**, Chief Financial Officer  
City of Linden  
301 North Wood Avenue, Linden, New Jersey 07036  
Phone: 908-474-8479

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**Ms. Nancy Alberici**, Insurance Director  
Woodbridge Board of Education  
428 School Street, Woodbridge, New Jersey 07095  
Phone: 732-602-8536

**Mr. David Block**, Business Administrator  
Roselle Board of Education  
710 Locust Street, Roselle, New Jersey 07203  
Phone: 908-298-3353

**Mr. Terry McEwen**, Business Administrator  
City of Trenton  
3198 East State Street, Trenton, New Jersey 07017  
Phone: 609-989-3105

**Mr. Ed Palmieri, Jr.**, Consultant  
Elizabeth Board of Education  
1014 South Elmora Avenue, Elizabeth, New Jersey 07208  
Phone: 732-767-6032

**Mr. Albert DiGiorgio**, Business Administrator  
Rahway Board of Education  
1138 Kline Place, Rahway, New Jersey 07065  
Phone: 732-396-1000

**3. Explanation of perceived relevance of the experience to the RFQ.**

Acrisure, LLC and its dedicated account management staff have worked with public entities for more than twenty years, and currently serve as Broker of Record/Consultant for well in excess of four dozen government clients and several dozen mid-size private firms. Due to our extensive experience with public sector clients, our firm is knowledgeable in the intricacies of municipal government and the unique challenges that a municipality is faced with. We have also had the distinct honor serving as medical, prescription, and stop loss insurance broker to the City of Jersey City since November 2013. We are well versed in all aspects of the employee benefits program and insurance needs of the City.

**b. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.**

Acrisure and its dedicated professionals have worked with public entities for more than twenty years, and currently serve as Broker of Record/Consultant for more than 60 public

entities and several dozen mid-size private firms. Due to our extensive experience with public sector clients, our firm is knowledgeable of the intricacies of municipal government, and the unique challenges that a municipality is faced with.

Following are examples where our services have provided tangible results for our public entity clients.

**Client A:**

Acrisure has served as the employee benefits broker and consultant for the City for more ten years. Our staff handles the medical, prescription drug, dental, and vision benefit programs for approximately 800 plan participants (both active and retiree) with total annual premium in excess of \$21 million. Horizon Blue Cross Blue Shield of New Jersey is the current provider for medical and dental benefits, Benecard is the Pharmacy Benefit Manager for the prescription drug program, VSP administers the vision plan, and the stop loss policy is with Sun Life. Our firm annually markets each of the benefits programs through an extensive Request for Proposal marketing process and ultimately provides cost effective fully and self-insured recommendations to the administration, including cost savings measures which can be presented to union representatives for bargaining unit negotiations. In addition to obtaining below market trend renewals each year, our firm assists the client in all areas of administration and management of the benefits program including billing and claims issues, post-retirement benefit evaluations (GASB45), preparing open enrollment literature and coordinating benefit fairs with each of the insurance providers, reimbursement of stop loss funds, implementation of Chapter 78 health care reform including providing exact contribution figures for each employee as well as providing the required W-2 reporting information.

*Status and comments:* Retiree & Active Eligibility Audit— Apart from our core services as mentioned above, our firm annually conducts an extensive eligibility audit for this client. This audit is two-fold; the first to require both retired and active plan participants to provide updated information on each of their eligible dependents, and the second is to check that retirees receiving lifetime benefits meet the full state requirements with sufficient years of service and/or age. This comprehensive audit year over year produces results which ultimately provides significant cost savings to the client, and aids the client's Human Resources Department in maintaining current and accurate plan participant information.

Medical Renewal — For the past several years, our firm has produced medical renewals for the client which achieved below market trend increases, well within the budgetary restrictions as faced by this municipality.

**Client B:**

Acrisure has served as the broker of record for both the employee benefits and property/casualty programs for the School Board since March 2016. Specifically pertaining to the employee benefits, our staff handles the medical, prescription, dental, and vision benefit programs for more than 4,000 plan participants (active population only). When Acrisure was appointed as broker of record for the District, their medical insurance was placed through the School Employees Health Benefits Program (SEHBP) with a total annual premium of approximately \$66 million. Horizon Blue Cross Blue Shield of New Jersey provided medical, dental, and prescription coverage, while the vision was provided through Eye Med. Acrisure assisted the District in obtaining their claims data from the School Employees Health Benefits Program and, once the information was received, we familiarized ourselves with the costs, plan designs, and unique features of the Board's employee benefits program. Our firm conducted an extensive Request for Proposal marketing process and ultimately provided cost effective recommendations to the administration by providing equal to or better than plan designs alongside cost saving alternative plan options.

In addition to obtaining competitive and cost-saving pricing, our firm assists the Board in all areas of administration and management of the benefits program including billing and claims issues, COBRA, eligibility and enrollments, claims advocacy, coordination of open enrollment sessions with the insurance provider, coordination of Chapter 78 health care reform including assistance with contribution figures for each employee as well as providing the required W-2 reporting information.

*Status and comments:* Our firm assisted in obtaining claims data, conducted an extensive marketing campaign, and negotiated benefits renewals well within the budgetary restrictions of this Board of Education. By moving the District from the School Employees' Health Benefit Program with Horizon Blue Cross Blue Shield of New Jersey to Aetna, we project a cost savings of more than \$5 million for the District. Furthermore, we negotiated an 18 month rate guarantee for the medical policy. Acrisure facilitated multiple comprehensive employee town hall meetings ensure that the employees were properly educated in regards to the new insurance provider. We also provided a dedicated customer service department that all employees and dependents have access to for all questions regarding eligibility, benefits, provider access, and claims.

**c. Resumes of key employees.**

Resumes of Acrisure's key employees who will continue to be assigned to the City of Jersey City can be found in the attachments portion of this response to Request for

**Quotations for Insurance Brokerage Services.**

**d. Names and resumes of staff who will be assigned to provide services to the City if the City awards a contract to Respondent.**

The City of Jersey City would continue to receive account service and management from a dedicated team of experienced professionals at Acrisure, LLC. The account service and management team would be led by Sarah DeRado, Senior Account Executive. Direct support would be provided by Jay McManus, Patrice Dawkins, Lindsay Klein, and Michele Padden, who would handle day to day services issues for the City.

Additional staff would be assigned as necessary. Acrisure also maintains bi-lingual staff, a dedicated claims advocacy team, internal call center, and in-house legal counsel who would continue to work directly with the administration and employees of the City of Jersey City.

Resumes for the Account Management Team are included in the attachments portion of this response to Request for Quotations for Insurance Brokerage Services.

**e. A narrative statement of the Respondent's understanding of the City's needs and goals. This narrative should also describe the Respondent's proposed project plan.**

Acrisure is uniquely experienced with municipal governments and has the distinct honor of representing the City of Jersey City for medical, prescription and stop loss insurance brokerage and consulting services since November 2013. We are well versed with respect to the City's employee benefits programs, overall budgetary constraints, and collectively negotiated benefits. Our team understands the importance of providing comprehensive quality benefits to employees at a competitive cost, and we work hard throughout the course of the year to ensure that our clients are satisfied.

Our hands-on approach is evident during the renewal period; however Acrisure works closely with our client's administration throughout the entire year, on issues varying from enrollment and billing questions, to Medicare and retiree inquiries, as well as health care reform, assistance during collective bargaining negotiations, contract discussions, and budget projecting. We also believe the key to any successful employee benefits program is proper communication with the employees regarding benefits, costs, changes in federal and state laws, and more.

Our overall objective is to achieve the most cost effective health benefits program while providing a comprehensive level of benefits for employees and delivering quality service



the provisions of the law are modified. Acrisure has an experienced employee benefits attorney on staff and available to consult with the City and provide practical solutions on a variety of legal compliance issues.

**Wellness** – Acrisure has been instrumental in implementation of a comprehensive employee wellness program and provides the City a dedicated full time wellness coach. As a result, the City's employees have experienced great success in the areas of weight loss, improved nutrition, lowered blood pressure, reduced stress levels, and increased exercise. We have saved millions of dollars through this wellness initiative. Over time, we expect continued success and a growth of the program with long term results of a healthier employee population, therefore decreasing health care costs for the City.

- f. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws.**

There are no immediate relatives of Principal(s) of Acrisure, LLC who are City employees or elected officials of the City.

- g. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.**

Below is a listing of public entity clients of Acrisure where health insurance broker services as described in this RFQ have been provided over the past five (5) years. Contact information for the below entities can be located in the response to Question #2 in the section titled "VI. Professional Information". The City may obtain references from any of the Acrisure contacts.

Acrisure serves as the Broker of Record for Health Insurance Benefits and/or Consultant for medical, prescription drug, dental, vision, and various ancillary lines for the following:

- Bergen County Board of Social Services
- Borough of Carteret
- Borough of Edgewater
- Borough of Fort Lee
- Borough of Paramus

- Borough of Sayreville
- City of Hackensack
- City of Linden
- City of Plainfield
- City of South Amboy
- City of Trenton
- City of Union City
- County of Bergen
- County of Middlesex
- County of Union
- East Orange Board of Education
- Elizabeth Board of Education
- North Hudson Community Action Corporation
- Plainfield Board of Education
- Plainfield Municipal Utilities Authority
- Rahway Board of Education
- Roselle Board of Education
- South Amboy Board of Education
- Teamsters Local 469
- Township of Edison
- Township of Hillside
- Township of Marlboro
- Township of Monroe
- Township of Piscataway
- Township of Woodbridge
- Union City Board of Education
- Woodbridge Board of Education

**h. Respondents must demonstrate a proven record of providing broker services to municipalities and /or other public sector entities of similar size and complexity to Jersey City.**

Acrisure represents a wide variety of public entities including municipalities and public sector clients with similar needs and complexity to Jersey City. Our firm has the distinct honor of being the current broker of record for the City of Jersey City's medical, prescription, and stop loss insurance. We also serve as the Broker of Record for the City of Union City, the Union City Board of Education and the North Hudson Community Action Corporation, which are three distinct entities in Hudson County. Union City Board

of Education has approximately 1,700 plan participants. Due to our long-term relationship with such municipalities, school boards, and non-profit organization in Hudson County, we are uniquely familiar with the health care delivery systems and primary care facilities available and necessary for residents of Hudson County.

Acrisure currently represents the County of Middlesex, County of Bergen, and Elizabeth Board of Education, who are all similar in size with the City of Jersey City. Furthermore, our firm has experience with municipalities which include not only the employees of the main city hall, but include housing authorities, parking authorities, police, fire and other first responders, library, improvement authorities, and economic development authorities. In this regard, we are familiar with the importance of a unified workforce in a large municipality and ensuring that all employees and departments are given quality and timely service and included in open enrollment process, benefit communications, and claims assistance. Our firm represents the City of Plainfield, as well the Plainfield Board of Education and the Plainfield Municipal Utilities Authority. As the broker of record for three separate public entities in one geographic location, we are cognizant of the importance of possible inter-local agreements which can financially benefit all of the parties involved and save the groups and their employees' money. While these arrangements do not always work out to the best interest of the group, it is important to have a broker who is willing to research and explore the cost effectiveness and suggest cost-savings initiatives.

Additionally, as mentioned earlier in our submission response, our firm maintains an excellent professional relationship with Horizon Blue Cross Blue Shield of New Jersey for all lines of medical, prescription drug, dental, and ancillary benefits, as well as Express Scripts for self-insured prescription drug benefits, and Creative Risk Underwriters for stop loss coverage. Our wide array of public entity clientele and experienced team of professionals bring a deep knowledge of fully and self-insured funding arrangements with these and other carriers.

## **VII. Compensation Proposal**

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The written Quote shall include the flat annual rate for all services under a contract, which shall not exceed the maximum annual fee specified in the RFQ.

Acrisure, LLC proposes a flat annual rate of \$660,000 to provide medical, prescription, and stop loss insurance brokerage services to the City of Jersey City.

The annual rate of \$660,000 is inclusive of all services outlined in this RFQ response and is broken down as follows:

**Brokerage & Consulting Services and Employee Service Facility: \$510,000 Annually**

- Review City's health benefits (i.e. medical, dental, optical, chiropractic, prescription drug and stop loss insurance programs) and assess opportunities for improvements in cost savings and services
- Provide technical assistance to reduce the overall cost of providing these benefits through a variety of means including developing effective negotiations strategies to reduce the absolute cost of health insurance benefits
- Market all programs on behalf of the city. Analyze results and make renewal recommendations
- Make recommendations for changes in programs with the objective of providing better services and lower costs
- Provide assistance and guidance in the selection and implementation of new programs and/or changes to existing programs
- Provide Business Administrator with rates, estimated budget figures and reserve estimates each year
- Track and report monthly actual costs relative to budget
- Negotiate reinsurance recoveries
- Provide full time senior level consulting services on a 24/7 basis



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- Negotiating annual renewal of existing coverage including soliciting multiple or alternative proposal coverage
- Provide collective bargaining assistance regarding health insurance changes
- Provide full services regarding open enrollment, new employee orientation, and support services. Respond to all employee issues and questions in a timely manner regarding their medical benefits
- Provide a client call center / help desk to assist employees with resolving any plan participant's health insurance related issues
- Provide an online website to assist employees with resolving any plan participant's health insurance related issues
- Provide Employer Service Center for handling City eligibility / enrollments, mailing services, etc.
- Provide communications such as brochures, posters, and other communication pieces
- Assist the City in evaluating and settling employee grievances relating to health benefits issues
- Conduct eligibility Audits
- Provide an in-house attorney for regulatory compliance and to resolve benefit matters.

**Actuarial Services:** \$35,000 Annually

- GASB45 Filings and actuary attestation
- IRS 1095 and 1094 reporting
- Rate development and budget preparation support

**On-site Full Time Nursing and Wellness Services:** \$115,000 Annually

- Provide assistance in creating and / or educating employees about available wellness programs
- Provide a "wellness coach" for employee on site at Jersey City locations full time available to all employees. Wellness coaches will meet with employees to develop a personalized wellness program, and monitor employee progress in reducing health risk factors
- Deliver comprehensive wellness reporting progress against wellness benchmarks.

## **VIII. Game Plan Approach**

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Acrisure, LLC has created a playbook checklist for Employee Benefits. Our approach is to designed to drive our client's property / casualty strategy, set multiyear goals for cost control, employ innovative strategies and tactics, match our client's culture and business strategy, and can easily adapt for transitional planning and changes.

- Plan Design Review
  - Cost Reducing Strategies
    - Wellness programs
    - Benefits delivery technology solutions
    - Employee education and communications
    - Design and benefits analysis
  - Alternative Funding Strategies
    - RFP for alternative carriers
    - Consumer-driven healthcare alternatives
    - Comprehensive self-funding and carve-out analysis
- Long-Term Financial Modeling & Benchmarking
  - Point of No Return Prediction
    - Analyze current costs and projected annual increases over multiple years
    - Compare with annual profits and projected increases
    - Explore causes of healthcare cost increases
    - Find ways to impact costs over multiple years
  - Custom Benchmarking Surveys
    - Analyze benefits, cost and employee retention now and future
    - Analyze benefits outcomes compared to business goals
    - Explore other companies' benefits plans
    - Focus on client's competitors
- Compliance Assessment & Health and Welfare Consulting
  - Immediate Compliance
    - "WRAP" SPD document development for all companies
    - Department of Labor Form 5500 filings with IRS for companies with over 100 participants in their health and welfare plans
    - Check for other compliance issues
  - Long-Term Compliance
    - Insurance contracts review and analysis

- Produce standard summary plan description
- Employee handbook creation
- Legislative changes to state and federal law
- Carrier Negotiation & Implementation
  - Negotiation
    - Work with multiple carriers to find best plan and price
    - Develop beneficial financial terms for cost reduction
    - Exploit contractual terms for client benefit
    - Leverage carrier relationships and competition
  - Implementation
    - Benefits transitional plan
    - Employee meeting facilitation
    - Technology solutions for plan management
    - Constant client and HR support
- Wellness Program Design and Execution
  - Personalized offerings
    - Weight management
    - Smoking cessation
    - Stress management
    - Chronic conditions
    - Complementary care
  - Health Risk Assessment
    - Online and on-site individual assessments
    - Disease-specific intervention and management
    - Behavior modification
  - Educational Information
    - Books, tip sheets, and FAQs
    - Online information and support
- Consumer Driven Healthcare Alternatives
  - Health Savings Accounts (HSA)
    - Institute High Deductible Health Plan (HDHP)
    - Pays for current medical expenses
    - Tax-free savings for future medical expenses
    - HDHP pays for expenses beyond HSA
    - Provides greater flexibility for plan designs





- Health Reimbursement Accounts (HRA)
  - Reimburses employees for costs like deductibles and co-insurance
  - Tax-free reimbursements
  - Provides greater flexibility for plan design
- Carve-Outs & Underwriting Comprehensive Self-Funding
  - Specialized Vendor/Carrier Relationships
    - Supplementary carve-out of prescription plan
    - Cost reduction due to prescription carve-out
  - Underwriting Analysis
    - Lowest possible renewals for all of our clients
    - Leverage with insurance carriers
    - Understanding of the intricate sub-components of how the premium rates are comprised
    - Knowledge needed to challenge the underwriters and ultimately obtain the lowest possible cost for our clients
- Employee Education & Communication
  - Employee Communication
    - In-person kick-off meeting with employees
    - One-on-one consulting
    - Employee support services
    - Regular e-newsletter on plan changes and information
  - Health Advocate (Employee Education)
    - Access to Personal Health Advocate/Registered Nurse
    - Physician locator
    - Scheduling assistance with specialists
    - Identification of "Best in Class" medical institutions for serious illnesses, injuries or chronic conditions
    - Assistance in resolving eligibility, benefits and claims issues
    - 24/7 availability
- State of the Art Benefits Delivery Technology Solutions
  - My Benergy
    - Streamlined enrollment through online employee portal
    - Direct carrier and payroll vendor connections
    - Pre-formatted plan modeling tools and contribution calculators

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- Research database to assist in deciphering complex benefit plans such as COBRA and CDHPs
- Database of healthcare and benefits state and federal legislation
- Retirement Plan Analysis & Auxiliary Benefits
  - 401(k), 403(b), and 457 Plans
    - Design
    - Documents
    - Compliance
    - Fund Management Review
    - Vendor Search
  - Defined Benefits Plans
    - Compliance
    - Design
    - Administrative Services
  - Auxiliary Benefits
    - Voluntary dental and vision
    - Voluntary homeowners and auto

## **IX. Services and Capabilities**

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Acrisure, LLC uses three core philosophies to service and manage our client's employee benefits and risk management programs. We provide to our clients professional value-added services that are based on strategic planning, exceptional service and cutting-edge technology.

Our goal is to achieve long-term relationships focused on bringing value to your insurance programs. We commit to utilizing our collective talent to support your insurance needs and goals.

We will deliver to you the highest quality employee benefits and risk management programs and strategic planning services in a manner that is most suitable to achieving your business goals.

### **Strategic Planning**

We recommend that our clients make their insurance programs a strategic initiative. By defining objectives and developing an action plan based on meeting those objectives, we ensure an organized, comprehensive approach to fulfilling your insurance needs. Our careful strategic planning services include ongoing evaluation of all your plan's characteristics, such as access, service and price, to ensure a proper balance is achieved. Strategic planning also shields your plan from becoming obsolete as new trends and market factors emerge, and can help with budgeting and long-term cost management.

### **Exceptional Service**

Acrisure takes great pride on the level of knowledge and service we provide to our clients.

- *Contact:* We meet with clients regularly to ensure carriers, coverage and costs are meeting expectations.
- *Education:* We conduct meetings and provide custom communication materials for staff.
- *Advocacy:* We work on your behalf to bring an unbiased perspective to all situations, with no allegiance to any specific carrier or vendor.
- *Personnel:* We hire and maintain a professional, experienced staff and ensure that they are up to date on all the latest trends and information.
- *Information:* We possess the information and expertise that allow us to negotiate comprehensive, competitive insurance programs and we know where to find answers to your insurance, employee benefits and human resources questions.

**Technology**

We use leading-edge technology to provide our customers with the latest data analysis, as well as legislative, communication and human resources administration tools. Using powerful Web-based applications, we provide our agency staff and our clients with unsurpassed efficiency and access to information.

**We offer professional services in the following areas:**

- Plan Strategy and Analysis
- Data Review and Analysis
- Pharmacy Benefits
- Plan Administration, Legislative Compliance, and Health Care Reform
- Employer / Employee Education
- Human Resources
- Employee Communications and Open Enrollment
- Wellness Services
- Marketing Action Plan
- In-House Legal Counsel
- Claims / Client Advocacy
- Bi-lingual Staff
- Benefits Review and Decrements
- Funding Analysis
- Identification of Exposures to Loss
- OSHA Loss Analysis and Preparation for Inspection
- Implementation and Monitoring of Recommendations

## Employee Benefits

### I. Plan Strategy Capabilities

Acrisure's comprehensive broker and consulting services are comprised of several key components: claims advocacy, marketing and renewal strategies, plan design and implementation, in-house legal counsel, health care reform, benchmarking, compliance, wellness services, and communication. These capabilities are the cornerstone to all aspects of employee benefits including, but not limited to medical, dental, prescription, vision, and voluntary programs such as life, disability, auto / homeowners, and 401K / 403B services.

In order to ensure that our clients offer competitive and cost-effective employee benefits packages, we offer the following:

#### Actuarial Services

We maintain the ability to assist with actuarial calculations critical to your employee benefit plan. Our firm can provide analyses and studies ranging from basic valuations to highly sophisticated long-range forecasts. By partnering with them, we go beyond standard solutions and deliver the maximum value for your benefit dollar.

#### PlanAdvisor®

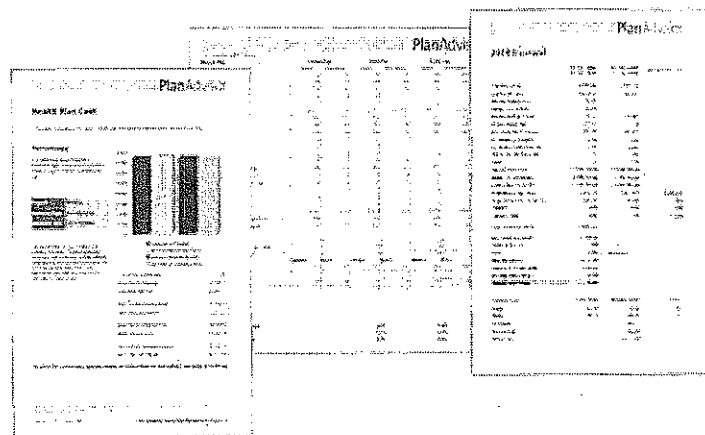
Eliminate guesswork from your insurance renewal process. The tools available in PlanAdvisor can help you make educated benefit plan decisions, balancing cost and value for your company and employees. With PlanAdvisor, we can help you:

Analyze your benefits plan costs and utilization against reliable benchmark information

Project the impact of medical and dental plan design changes

Estimate your renewal costs

Streamline the plan selection process for your employees

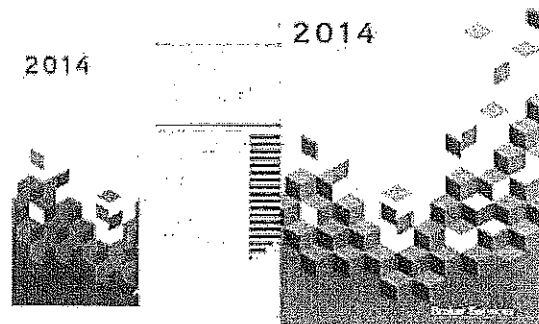


### Benchmark Surveys & Statistics

Our benchmarking data provides you a standard to which you can compare your benefit programs. We will make recommendations to help you enhance your plan while at the same time remaining competitive and reducing your overall plan costs.

Valuable benefit trend statistics and surveys are one of the core pieces of information that we provide to our clients to help support your benefit plan design strategy and decisions. These surveys and statistics provide benchmark data from leading consulting organizations around the country and cover the following topics:

- Ancillary Benefits
- Benefit Costs
- Benefit Management
- Health Care Costs
- Health Care Reform
- Health Plans
- Prescription Drugs
- Wellness Benefits



### Plan Design

We offer our clients educational pieces on plan design so they are fully informed when considering their design options.

## **II. Data Review and Analysis**

Acrisure has managed insurance programs for numerous public entities, including municipalities, school boards, independent authorities, as well as private companies throughout the State of New Jersey. Our comprehensive management technique includes a number of internal medical management and preventive health initiatives.

As the health care industry continues to change, our firm has remained ahead of the game. With leading-edge technology, we are able to obtain meaningful information that helps us evaluate cost drivers, trends and savings opportunities associated with our clients' benefits plans. In addition, we work to evaluate the impact of various plan management initiatives and forecast the impact of future plan changes.

We provide employer groups with tools that will provide consistent year-to-year data, easy-to-read reports and comparative benchmarks. This highly meaningful yet understandable information enables us to work together with your data in a continuous, interactive manner as plan management issues arise.

### **III. Pharmacy Benefit Services**

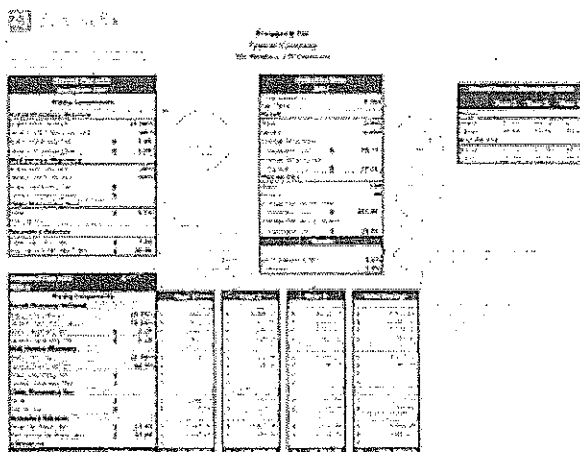
#### Our Understanding of Your Needs

Pharmacy benefits have become one of the most high-profile areas of employee health plans, from both an economic and a member desirability and satisfaction standpoint. What's more, the pharmacy arena is highly complex, and many brokers do not have the time or special expertise necessary to give their clients' pharmacy benefits the attention they need. Acrisure is a rare exception.

## **ZywaveRx™**

Acrisure lets you compare your current pharmacy benefits manager to all leading national PBMs. Our firm can provide you with access to exclusive, extremely favorable terms for your pharmacy benefits.

The highlights include zero dollar administrative fees, low dispensing fees, deep pharmacy discounts and aggressive rebates.



The image displays several screenshots of the ZywaveRx software interface. The screenshots show various data tables and reports, including a 'Pharmacy Data' table with columns for 'Pharmacy Name', 'Address', 'City', 'State', 'Zip', 'Phone', 'Fax', 'Email', and 'Website'. Other screenshots show 'Pharmacy Details', 'Pharmacy List', and 'Pharmacy Summary' reports. The interface is designed for managing pharmacy benefits and includes various filters and search options.



#### **IV. Plan Administration and Legislative Compliance**

There are countless rules and regulations governing employee benefit plans. Our expert team will help ensure that you are meeting your compliance obligations. We stay up to date, and will inform you of any laws or regulations that may affect your employee benefit program. Our compliance consulting services include:

- Easy-to-read *Legislative Briefs* that summarize recent federal legislative developments in insurance and employee benefits.
- Answers to common COBRA, FMLA, Health Care Reform, HIPAA, HIPAA Privacy, Medicare Part D and Section 125 questions.
- Commonly used forms in COBRA, FMLA, Health Care Reform, HIPAA, HIPAA Privacy, Medicare Part D and Section 125 administration.
- State-specific compliance materials, including COBRA, FMLA, disability laws, state mandates and more.
- A community of knowledgeable colleagues from all over the country to share resources and information via an online interactive forum.
- Our firm is committed to helping you with complex plan administration and legislative compliance, using a variety of internal and external resources.

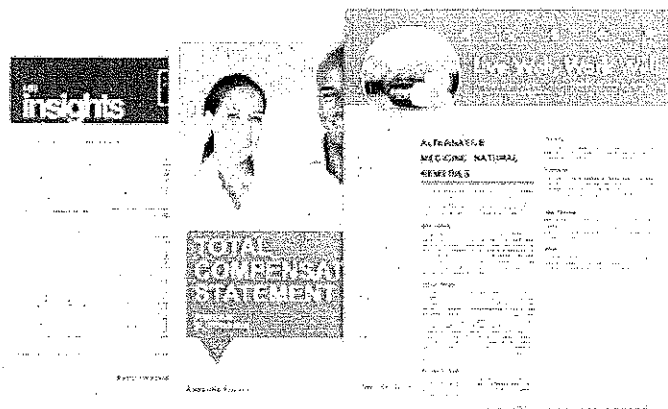
##### Legislative Briefs

Our firm is happy to provide our clients with the *Legislative Brief* publication that summarizes recent federal legislative developments in insurance and employee benefits. These informative documents are researched and written in an easy-to-read manner by experienced benefits attorneys.

## **V. Human Resources Tools**

Human resources are a vital aspect of any organization and we know that HR personnel can become overwhelmed by their range of responsibilities. Acrisure is dedicated to offering solutions for your organization's human resource challenges. Our services include:

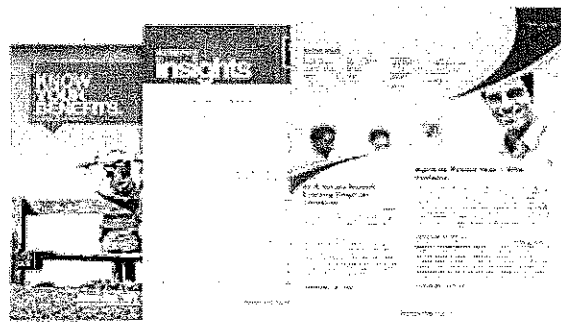
- Clarification and advice on compliance with laws governing employment such as FMLA, ADA and EEO
- HR tools such as employee surveys, checklists, letters, employment applications and forms.
- Employee communications, covering important HR topics and legislation that affects them
- Benefit statements to help employees realize and appreciate the full value of their compensation
- Information and tools to support your recruiting, retention and termination needs
- Surveys, advice and informational articles about measuring and improving employee satisfaction and engagement
- Enrollment support tools, including education materials for you and employees, and necessary forms, tools and communications.
- A community of professionals to discuss your day-to-day human resource challenges



## **VI. Custom Employer / Employee Communications**

Understanding the complexity of insurance plans is a challenge even for experienced benefits managers. Employers must keep abreast of constantly changing trends, laws and other regulations. Meanwhile, employees need to fully understand their benefits in order to be wise consumers and understand the value of their "hidden paycheck." Unfortunately, most employers have limited resources in this area.

The Acrisure team will educate you on important issues while helping you tackle your mounting employee communication challenges. With strategic planning and thorough understanding of your communication objectives, we provide custom communication materials that will help your employees understand their plans and the issues influencing your benefits decisions.



### **Benefits Announcements & Educational Material**

You'll have access to article, flyers, payroll stuffers, posters and emails used to announce benefit changes, introduce new benefits or plans, and help employees understand and use certain benefits.

### **Benefit Statements**

Our offerings include benefit statement items such as a summary of an employee's benefits package, showing overall compensation including salary and benefits. Employees are more likely to appreciate their benefits packages if they truly understand all that is provided to them—we can help you give employees a visual that shows the portion of their total compensation that is employee benefits.

### **Consumer-directed Health Care (CDHC)**

We provide everything you need, including letters, flyers, articles, payroll stuffers, posters and emails to help support your CDHC campaigns, including educational and promotional materials for you and your employees. Whether you are implementing an HSA or HRA, or

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just want to promote consumerism among employees, we can provide resources.

*Employer Education Articles and Newsletters*

Access educational articles to help you understand hot benefit topics, including CDHC, benefit costs, industry trends and more. Plus, we offer a quarterly Benefits Bulletin newsletter, a quarterly pharmacy benefits newsletter and a monthly one-page Benefits Buzz newsletter highlighting timely HR and benefit news.

*Know Your Benefits*

The *Know Your Benefits* series provides your employees insight and information about insurance and employee benefits topics. These articles help your employees become more knowledgeable about their benefits and can serve as a foundation for your ongoing employee communication campaigns.

*Live Well, Work Well*

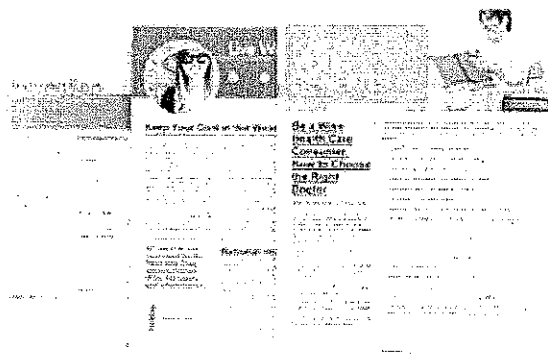
Acrisure offers a *Live Well, Work Well* series that focuses on health and wellness issues. The flyers offer valuable tips and information about fitness, nutrition, safety, overall health, medical issues and more for employees and their families.

*National Health Observances Calendar*

The calendar allows you to educate and inform your employees on wellness issues throughout the year by supplying you with national health observances for each month and listings of corresponding *Live Well, Work Well* flyers.

*Prevention Newsletter*

This employee newsletter focuses on prevention topics such as obesity, fad diets, and drug and alcohol prevention for kids.



## **VII. Wellness Services**

Wellness benefits refer to the education and activities that a workplace may implement to promote healthy lifestyles to employees and their families. Examples of wellness programming include health education classes, subsidized use of fitness facilities, internal policies or activities that promote healthy behavior, and any other activity, policy or environmental change that affects the health of employees. Our wellness programs work because we put full time counselors onsite at your facility to meet with and engage with employees.

At Acrisure, we can help you design and implement a simple or complex wellness program. Many programs require a minimal investment of time and money. More substantial programs require more resources, but the long-term return on your investment will outweigh the costs.

A wellness program will impact your company's bottom line by:

- Helping control rising health care costs
- Increasing employee productivity
- Increasing employee morale
- Decreasing absenteeism

We can build and customize a wellness program specific to your employee's needs and health care data, and we will deliver the tools you need to get a successful wellness program off the ground. We also can provide turn-key wellness programs that provide you with everything you need, from posters, guides, surveys and information to help you gauge your ROI, tailored to meet specific wellness initiatives.

We will help you:

- Gather claims data, employee feedback, health risk assessment aggregate results, prescription drug utilization, culture audit and other pertinent data. From this data we will make some recommendations regarding the types of programs you will want to offer.
- Build a strategic wellness plan that incorporates specific goals and objectives.
- Help support the implementation of the wellness plan with targeted resources and communication vehicles.
- Evaluate and refine the plan over time.



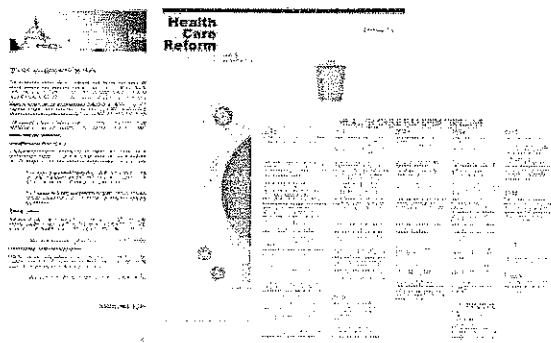
## VIII. Sample Literature

With topics ranging from health care reform to health savings accounts to health and wellness, Acrisure has the resources that help you to stay on top of benefits trends, help your employees to stay well and help your organization to run more efficiently. This benefits resource library provides an overview of our content offerings with sample titles organized by topic.

To access any of the resources in this guide, simply contact Acrisure. Read on to find out what we can do for you.

### Health Care Reform

With constant changes and regularly released guidance, it's often difficult to stay up to date on health care reform. We provide timely newsletters, articles and briefs to help you and your employees stay on top of the most recent legislation.



### Employer Education

Stay informed with the latest information as health care reform provisions take effect.

- The *Health Care Reform Timeline Chart* provides an at-a-glance description of the major health care reform provisions affecting you and your employees.
- The *Health Care Reform: 2014 Compliance Checklist* offers a quick way to ensure you are in compliance.
- *Health Care Reform Toolkits* give employers the information they need to navigate health care reform's compliance requirements. Separate versions are offered for large and small employers.

#### Health Care Reform Calculators

Use these sophisticated calculators, which can help guide your decisions by modeling the estimated impact of health care reform on your business.

- Our *Health Care Reform Pay or Play Calculator* determines what penalties your organization could be vulnerable to in 2015, and it estimates the potential penalty amounts.
- The *Health Care Reform Large Employer Calculator* determines whether your organization is considered an applicable large employer under health care reform and therefore possibly subject to penalties.
- Use the *Health Care Reform Full-time Employee Tracker* to determine which employees are full-time and must be offered coverage to avoid penalties under health care reform.



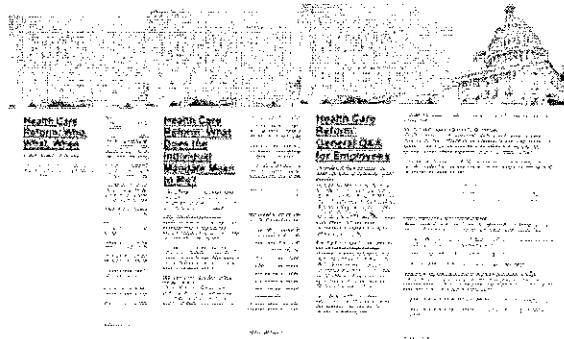
#### Employee Communications

Your employees need health care reform communications that are easy to understand. Provide that with these articles, payroll stuffers and posters.

- *Health Care Reform: General Questions and Answers for Employees* discusses commonly asked questions regarding how health care reform may affect your employees' benefit plans.
- *Health Care Reform: What Does the Individual Mandate Mean to Me?* informs your employees about the Affordable Care Act's individual mandate and how it affects them.
- *Health Care Reform: The Who, What and When* takes a look at some of the major health care reform provisions that will take effect over the next decade.



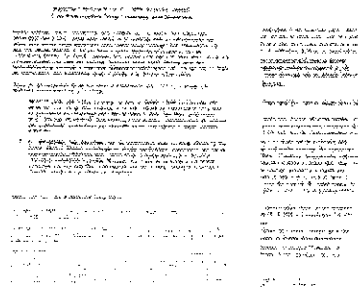
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Notices and Disclosures

Never go searching for a model notice again. We have dozens of government-issued model notices and disclosures all in one place.

- Model Creditable Coverage Disclosure Notice
- Model Notice of Annual Limit Waiver
- Model Notice for Grandfathered Plans



Presentations

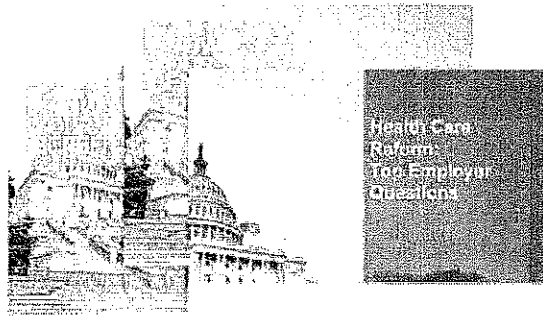
Use these comprehensive presentations for education on the health care reform legislation.

- *Top Employer Health Care Reform Questions Presentation* provides answers to common employer questions regarding health care reform.



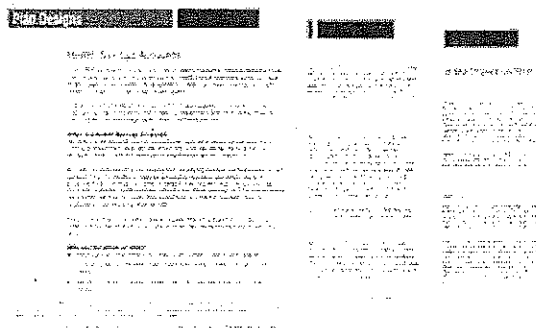
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- *Benefits 101: Health Care Reform Presentation* discusses the impact of the Affordable Care Act on the health insurance industry, and is meant to supplement the *Benefits 101 Guide*.
- *The Individual Mandate Presentation* details provisions of the Affordable Care Act regarding the coverage threshold, penalties and exemptions associated with the requirement to obtain health coverage.



#### Plan Design

With information on dozens of sample plan designs and timely benchmarking data, we'll help you find the plan that is right for your employees and your organization's bottom line.

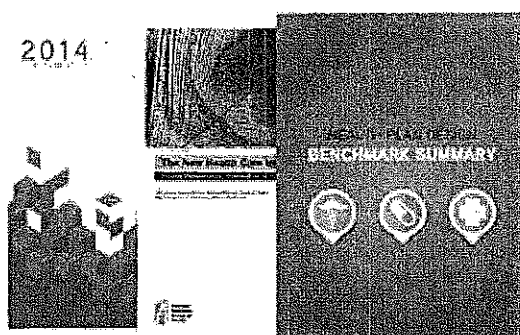


#### Benchmark Surveys & Statistics

Stay on top of the latest benefits trends and see how your benefits program compares to those of employers from around the country by using the results of numerous benchmarking surveys.

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- *2017 Health Plan Design Benchmark Summary* is a report on data gathered from a 2013 survey of employers from across the country. The summary features various plan design measures, segmented by industry, region, group size and plan type.
- You can compare your benefits program to key trends in health care with the *Towers Watson 2017 Health Care Cost Survey*, taken by over 500 of the nation's top employers.
- We also offer a number of national surveys on topics including health care reform, health plan features, workplace wellness and paid time off benefits.



#### Plan Design Strategies

Want to know more about a different plan design? Uncover the details about a benefit plan with one of the many *Plan Designs* articles we provide.

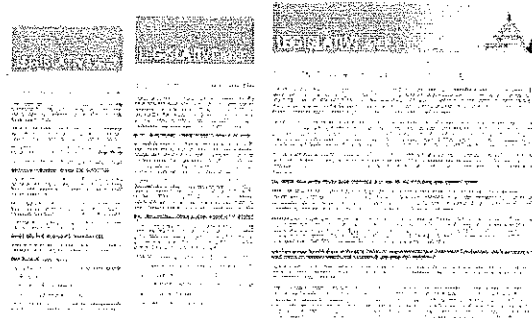
- *Plan Designs: Health Savings Accounts* provides answers to many commonly asked questions related to HSAs. A chart comparing HSAs, HRAs, FSAs and MSAs is included.
- *Plan Designs: Understanding Trend and the Impact on Your Renewal* discusses trend and how it could influence your plan design choice come renewal time.
- *Plan Design: The Self-insurance Guide* discusses the pros and cons of self-insuring your organization's health care plan.

#### Compliance

Between changing legislation and health care reform, staying compliant has never been more difficult. Not anymore—we deliver all the legislative information you need. This information

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is released in a timely manner and reviewed by a team of lawyers to keep you updated and compliant.



Federal Legislation & Compliance

Stay up to date with access to valuable information on the ADA, COBRA, CHIPRA, FMLA, HIPAA (including privacy), GINA, Medicare Part D, Mental Health Parity, Section 125 and other federal regulations and employment laws.

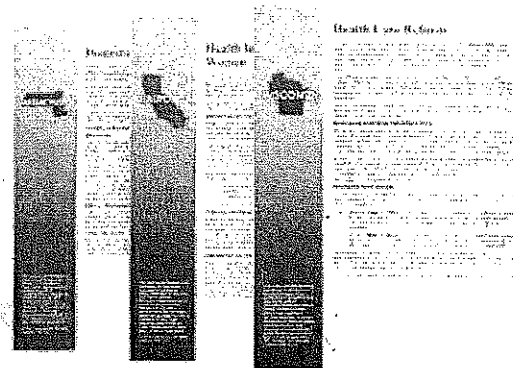
- DOL Audit Guide: Employee Benefit Plans
- Select Reporting and Disclosure Requirements for Group Health Plans
- New Participant Disclosure Requirements for Retirement Plans
- Top 10 COBRA Mistakes and How to Avoid Them
- Mental Health Parity—Compliance Overview FAQs
- Changes to HIPAA Rules: HITECH Act
- HSA Questions and Answers
- 2015 Open Enrollment Checklist

State-specific Legislation & Compliance

Keep track of regional legislative changes with valuable state-specific information related to COBRA, FMLA, disability insurance laws, state mandates, cellphone use while driving, domestic partner laws and rest/meal periods.

*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
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City of Jersey City  
May 1, 2017 – April 30, 2020*

- Same-sex Marriage/Domestic Partner – Laws by State
- Cellphone Use/Texting While Driving – Laws by State
- State Disability Insurance Laws
- Health Insurance Mandates in the States
- Minimum Length of Meal Period – Laws by State



Enrollment Tools

Acrisure can deliver the resources you need to effectively communicate with your employees about benefit enrollment.

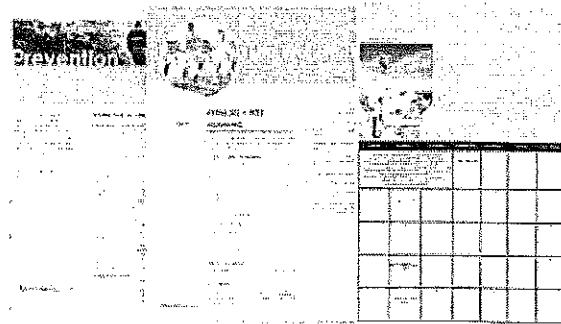
- *Employee Benefits Meeting Presentation, Open Enrollment - for Large Groups* is a presentation for annual employee meetings about benefits changes and open enrollment procedures.
- *Open Enrollment Education Opportunities* provides various methods for employers to educate employees about their benefits plans.
- *Open Enrollment Checklist* contains an open enrollment checklist for the upcoming plan year.



### Workplace Wellness

Your workplace wellness program should certainly affect your employees on the job, but it should also impact their lives away from work. By promoting a healthy lifestyle you can not only improve your employees' quality of life, but also protect your workers and your business from unnecessary expenses. We have hundreds of health and wellness documents on a wide range of topics, including:

- Workplace wellness program how-to articles
- Low-cost wellness ideas
- Financial conservation
- Fitness
- General health
- Nutrition/obesity
- Smoking cessation
- *Weight-loss Winner* wellness competition

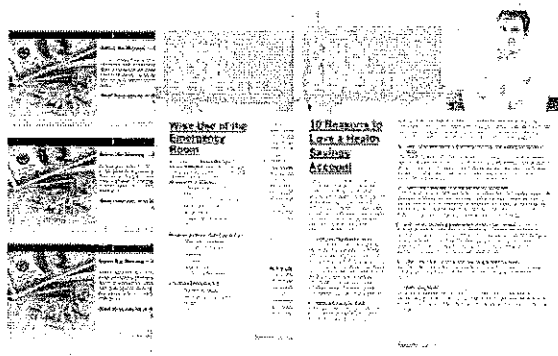


### Employee Health & Wellness

Acrisure has over 600 employee communications designed to promote health and wellness both in the workplace and in your employees' everyday lives.

- The Live Well, Work Well flyer *Fitness First: Exercise Programs* stresses the importance and benefits of regular physical activity and teaches your employees how to get started on a fitness program.
- *Prevention Newsletter: Everyday Health and Wellness* discusses the simple daily things employees can do to help themselves lead healthier lives.
- The *2014 National Health Observances Calendar* includes a listing of popular national health and wellness observances for 2014 and also lists educational employee communications we can provide for each observance.

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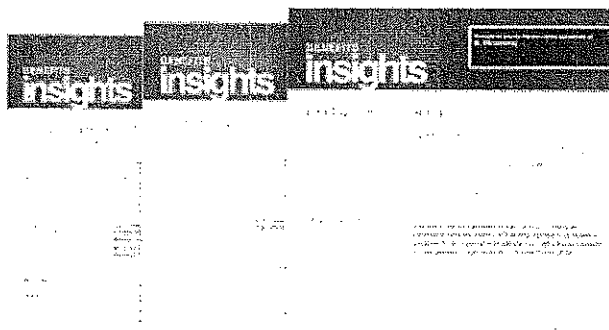


Employee Consumerism Education

Teach your employees to be wise consumers of health care with dozens of educational articles and presentations that discuss topics ranging from health savings accounts to health care terminology.

- *10 Reasons to Love a Health Savings Account* discusses the biggest advantages of HSAs.
- *The Wise Use of the Emergency Room – Presentation and Handout* can be used to teach your employees how to save money by knowing when to go to the emergency room, urgent care or their physicians' offices.

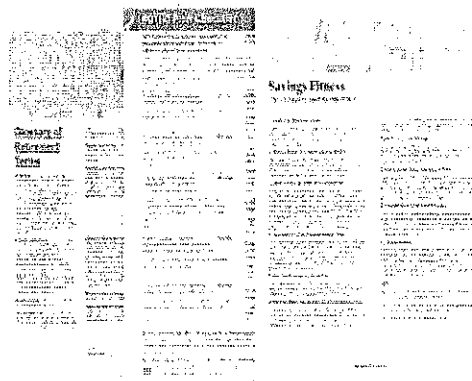
The *Save Money—Go Generic Payroll Stuffer* informs your employees how they can save a significant amount of money by simply requesting generic medication.



*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
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**Benefits Communication**

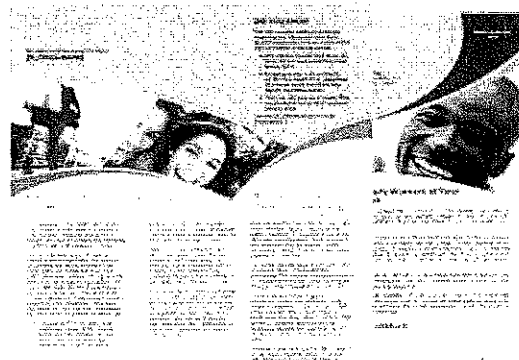
Get the most out of your benefits program by staying informed and keeping your employees educated. We provide customized benefits communications for both you and your employees on a variety of topics including benefit education, consumer-driven health plans and saving for retirement.



**Benefits Insights**

The *Benefits Insights* series serves as a reliable resource for all types of benefits-related topics and issues and provides you with answers when you have questions.

- Employee Benefit Trends
- Domestic Partner Benefits
- Employee Benefit Plan Audits: Common Mistakes
- Educate Employees on the Importance of Life Insurance
- Comparing MSAs, HSAs, HRAs and FSAs—Which Approach is Best?

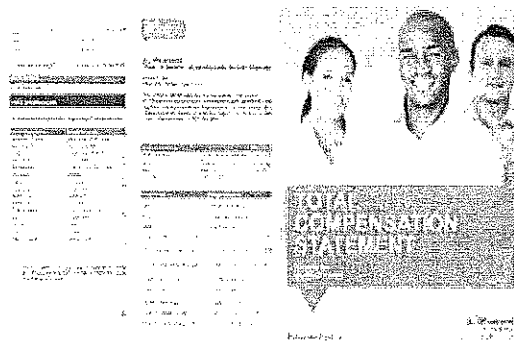


*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
Medical, Prescription, and Stop Loss Insurance Coverage  
City of Jersey City  
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Employer Newsletters

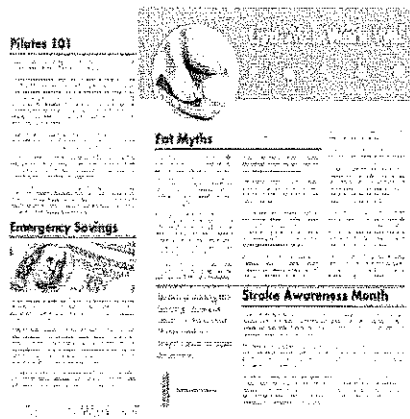
Our employer newsletters provide an overview of recent events and benefits trends to keep you in the loop.

- *Benefits Buzz* is a monthly one-page newsletter that touches on recent events, legislative updates and benefits issues.
- *Benefits Bulletin* is a quarterly newsletter discussing hot benefit topics in-depth.



Employee Newsletters

Save your HR department's valuable time and resources while increasing productivity. The *Live Well, Work Well Newsletter* is a customizable monthly newsletter that provides your employees with wellness, fitness, nutrition and financial tips and includes a healthy recipe in every issue.

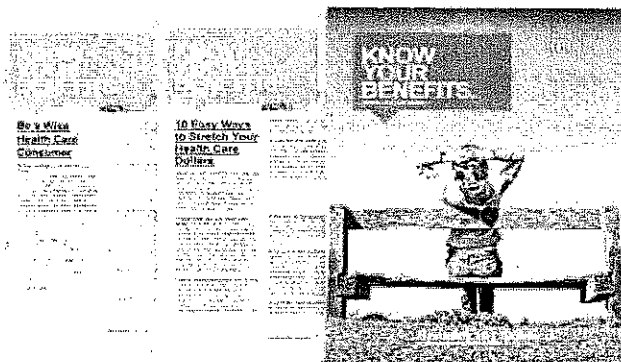




Benefits Announcements and Educational Material

Your benefits program is most effective when your employees are fully informed and actively participating. We provide announcements and summaries to inform them of plan updates or changes, and the educational materials they need to put your benefits plan to good use.

- The *Benefits 101 Guide* is intended to provide your workers with the basics about their employee benefits, especially those who are new to insurance.
- The *Voluntary Benefits - Employee Guide* provides basic education on numerous voluntary benefits, and is easily customizable.
- The *Benefits Summary* is a detailed, customizable summary of benefits that is perfect for new employee orientation or open enrollment.
- The *Health Reimbursement Arrangement (HRA) Eligible Expenses* document educates employees on what is eligible for reimbursement under an HRA.
- The *Understanding a Health Savings Account (HSA)* document answers common questions asked by employees prior to selecting an HSA plan.
- The *Be a Wise Health Care Consumer—25 Ways to Reduce Your Health Care Costs* article helps employees learn to shop for value when it comes to health care.
- The *10 Easy Ways to Stretch Your Health Care Dollars* article provides tips for employees on how to spend health care dollars wisely.
- The *Health Savings Accounts* article outlines the basics of health savings accounts for your employees.



## ***Marketing for Employee Benefits Programs***

In addition to general day-to-day services for both employee benefits and risk management, Acrisure will release a Request for Proposal to the marketplace in order to review all vendor options now and at renewal. We specialize in evaluating, negotiating with and recommending insurers and providers to our clients. Our position in the marketplace allows us to enjoy preferred financial arrangements with insurance vendors and third-party administrators across the United States. We actively cultivate long-standing relationships with major carriers, and those relationships allow us to negotiate aggressively and obtain cost-effective proposals for our clients.

As we negotiate with vendors, we will also examine your loss history, establish the necessary types of coverage consistent with your risk tolerance, choose carriers that provide superior services, and adopt the optimal funding mechanisms for your specific needs. We have established rigorous selection criteria for potential vendors and recommend a selection based on the following considerations.

### **Critical Vendor Selection Criteria**

- Overall service and quality
- Experience in administering network-based programs
- Commitment to continuous quality improvement processes
- Experience in administering multiple option insurance programs
- Quality of communication materials (e.g., booklets, EOBs, etc.)
- Effective administration procedures (e.g., coordination of benefits, subrogation, etc.)
- Responsiveness of group representative
- Cost efficiency
- Professionalism of response to RFP
- Willingness to adapt to changing needs and circumstances
- Adequate staffing ratios
- Superior network coverage in relation to location of employees

### **Marketing Action Plan Steps 1 – 4**

*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
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Step 1

- Request claims by location from current vendors
- Analyze claims data to identify utilization trends
- Prepare and present utilization data report with plan design recommendations
- Model plan design changes to provide cost differentials (if applicable)
- Prepare summary of current employee provider usage
- Prepare network evaluation based on utilization data and available networks

Step 2

- While completing the activities described in Step 1, above, Acrisure will perform a complete market study to determine the best possible insurance and/or administrator vendors for our client. The market study will entail the following activities.
- Planning Phase/Meeting
- Identify/introduce team members
- Establish communication channels
- Determine 's satisfaction with current service
- Determine 's expectations for future service
- Determine 's specific objectives for an insurer or administrator
- Determine project scope
- Discuss timeframe
- Review fixed costs
- Review current carrier financial information (experience and rate guarantee)
- Determine stop-loss insurance to include in RFP
- Identify information needed in RFP

*Information Gathering*

- Determine missing information

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May 1, 2017 – April 30, 2020*

- Request missing information
- Acquire historical claims data
- Acquire and review summary plan descriptions
- Acquire and review plan document(s) and amendments
- Acquire and review rate, benefit and financial histories

*Develop RFP Specifications*

- Inventory current services provided
- Review contractual obligations of current vendors
- Finalize list of desired vendor services
- Determine other bidding requirements
- Review and prioritize bid specifications
- Draft, edit and refine RFP specifications
- Meet to confirm specifications
- Decide upon scoring/evaluation system
- Prepare final RFP draft
- Vendor solicitation
- Identify suitable vendors
- Copy and mail specifications and RFPs
- Answer vendor questions and provide additional information
- Receive proposals

*Vendor Selection*

- Conduct preliminary review of proposals

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May 1, 2017 – April 30, 2020*

- Request clarification of missing information
- Conduct reference checks
- Evaluate and score proposals
- Develop a report and recommendations for finalists
- Conduct on-site review of finalists
- Review contracts with finalists
- Negotiate contractual provisions
- Select successful bidders

*Communication*

- Review prior communication media and current goals
- Develop theme and construct plan
- Decide on method and media
- Draft text
- Modify and approve communications with management
- Involve successful vendors
- Finalize text and design of communication materials
- Print communication materials
- Distribute communication materials

Step 3

- Implementation of selected vendors, PPO networks and HMOs

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- Create implementation blueprint identifying each specific task, responsible party and target completion date
- Monitor each step of blueprint throughout implementation process

Step 4

After the initial plan is complete, we propose developing a three to five year strategic plan. This plan will identify and prioritize additional long-term objectives. It will also establish specific deadlines for meeting those objectives and will allow for ongoing modification as the need arises.

## **X. Attachments**

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- A. Resume Information for Account Management Team**
- B. State of New Jersey Insurance Licenses for Agency and Account Management Team**

*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
Medical, Prescription, and Stop Loss Insurance Coverage  
City of Jersey City  
May 1, 2017 – April 30, 2020*

**ATTACHMENT A**

**RESUME INFORMATION FOR ACCOUNT MANAGEMENT TEAM**



## *Acrisure, LLC*

*Sarah DeRado*  
*Senior Account*  
*Executive*



sderado@acrisure.com



732-602-0010



1460 Route 9 North  
Suite 310  
Woodbridge, NJ 07095



www.acrisure.com

*State of New Jersey*  
*Producer License*

Reference Number 1017207

- Property
- Casualty
- Accident, Health, or Sickness
- Life Insurance

**Sarah DeRado** serves as Senior Account Executive for Acrisure. Sarah holds her Life, Accident, Health, Property, and Casualty Insurance Producer License with the State of New Jersey.

Mrs. DeRado joined Acrisure with more than ten years of professional experience with a private sector brokerage firm where she managed the employee benefits division, representing more than forty group clients. In addition to medical and prescription insurance, she managed ancillary lines such as dental, life, long term disability and retiree benefit plans for these clients.

Mrs. DeRado is knowledgeable with large group benefits clients and specializes in self-insured accounts.

Mrs. DeRado's background also includes experience on the insurance carrier side, where she worked as an Account Executive at AmeriHealth. She specialized in negotiating plan renewals, claims resolution, benefit inquiries and overall client service for middle market private sector groups. Her excellence has been recognized by her peers with several company awards.

Mrs. DeRado graduated from Rutgers University with a Bachelor's degree in Communication. She and her family reside in East Brunswick, New Jersey.



**ACRISURE**

## *Acrisure, LLC*

### *Jay McManus Division President*



jmcmanus@acrisure.com



732-602-0010



1460 Route 9 North  
Suite 310  
Woodbridge, NJ 07095



www.acrisure.com

### *State of New Jersey Producer License*

Reference Number 9032809

- Property
- Casualty
- Personal Lines
- Accident, Health, or Sickness
- Life Insurance

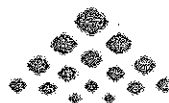
**Jay McManus** serves as Division President, Risk Management Services for Acrisure. In this capacity, he is responsible for oversight of all matters involving public sector property, casualty and workers' compensation in New York and New Jersey. He also provides direct account executive services for employee benefits.

Mr. McManus was previously President of North American Insurance Management Corporation (NAIMC), which he founded twenty years ago. This company provided brokerage and consulting services to business and government entities in which specific and complex coverages were negotiated.

Mr. McManus is knowledgeable on issues ranging from prescription drug coverage, stop loss and large complex self-insured medical plans. He provides his services to many leading corporations and approximately 25 public entities throughout the Northeast corridor. He is considered an expert for both large group employee benefits and property / casualty matters.

Mr. McManus began his career with AIG more than thirty years ago. He helped form National Benefits Corporation, a benefits consulting firm with national corporate account exposure that was later acquired by AON Corporation.

Mr. McManus is licensed in matters of property, casualty, personal lines, life, and accident, health, or sickness insurance. He is a graduate of West Chester University and currently resides in Chadds Ford, Pennsylvania with his family.



# ACRISURE

## *Acrisure, LLC*

*Patrice Dawkins  
Director of Key  
Accounts*



pdawkins@acrisure.com



732-602-0010



1460 Route 9 North  
Suite 310  
Woodbridge, NJ 07095



www.acrisure.com

*State of New Jersey  
Producer License*

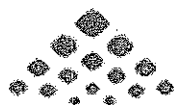
Reference Number 9139858

- Property
- Casualty
- Personal Lines
- Accident, Health, or Sickness
- Life Insurance
- Variable

**Patrice Y. Dawkins** serves as Director of Key Accounts for Acrisure with responsibilities for the management of several large group benefits and property/casualty clients. Ms. Dawkins excels at delivering personalized client assistance and provides expertise with mid to large sized private and public sector markets, including municipal government agencies and boards of education.

Ms. Dawkins has more than twenty years of professional experience within the insurance industry. She began her career with Liberty Mutual Insurance Group and the Weichert Insurance Agency, where she gained initial experience in property/casualty insurance. From there she transitioned to employee benefits as a senior accounts manager with Brown & Brown and Highview Planning. Ms. Dawkins' employee benefits experience with national insurance brokerage firms has provided a strong background for marketing and benefit plan design.

Ms. Dawkins, a resident of Jersey City, is licensed in life, health and property/casualty insurance in New Jersey. She has also attained a Group Benefits Disability Specialist (GBDS) designation and is pursuing her Certified Employee Benefits Specialist (CEBS) designation.



**ACRISURE**

## *Acrisure, LLC*

### *Lindsay Klein Marketing Manager*



lklein@acrisure.com



732-602-0010



1460 Route 9 North  
Suite 310  
Woodbridge, NJ 07095



www.acrisure.com

### *State of New Jersey Producer License*

Reference Number 0303282

- Accident, Health, or Sickness
- Life Insurance
- Property
- Casualty
- Variable

Lindsay Klein serves as Marketing Manager and Account Executive for Acrisure. Ms. Klein is a licensed Insurance Producer with the State of New Jersey and has over ten years of experience in group benefits.

Ms. Klein, in her capacity as Marketing Manager, develops and implements strategic marketing plans for her office. She oversees all responses to Request for Proposals and Request for Qualification submissions. She ensures all proposals are comprehensive, submitted in a timely fashion, and an accurate representation of Acrisure's services and capabilities. In her role as Account Executive, Ms. Klein provides direct staff support with clients in matters pertaining to claims issues, benefit inquiries, and assistance of marketing and plan renewals. She also assists and participates in client events and presentations, for both public and private sector clients. She is a direct liaison to several insurance carriers on behalf of the firm. She has extensive knowledge of fully-insured products/accounts.

Ms. Klein has an extensive background as an Account Executive in the employee benefits field, having previously worked at such large carriers as AmeriHealth and Health Net, as well as other brokerage firms.

Ms. Klein graduated as a Dean Scholar with a Bachelor's degree in psychology from Georgian Court University in Lakewood, New Jersey. She resides in Point Pleasant and is a volunteer with S.A.V.E. Rescue Group in Toms River. Ms. Klein is licensed in property, casualty, life, accident, health, and sickness insurance in New Jersey.



# ACRISURE

## *Acrisure, LLC*

*Michele Barone-  
Padden  
Client Advocate*



mpadden@acrisure.com



732-602-0010



1460 Route 9 North  
Suite 310  
Woodbridge, NJ 07095



www.acrisure.com

*State of New Jersey  
Producer License*

Reference Number 1311571

- Accident, Health, or Sickness

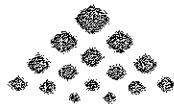
Michele Barone-Padden serves as Client Advocate for Acrisure, LLC. Mrs. Barone-Padden is a full time dedicated service representative handling all claims inquiries, emergencies, grievances and eligibility matters.

Mrs. Barone-Padden advocates on behalf of administration, union leaders, and individual members of our firm's clientele and coordinates directly with all insurance providers in the region. Her direct interaction streamlines the claim resolution process and lessens the burden on the administration for our clients. Mrs. Barone-Padden provides the highest level of compassion and professionalism to Acrisure's clients.

Mrs. Barone-Padden has in excess of ten years professional experience within the insurance industry. She began her career in healthcare with Baxter Healthcare, where she worked with medical professionals and executives. She also served as a Senior Medical Buyer for Crozer-Chester Health Systems in Springfield, Pennsylvania.

Mrs. Barone-Padden is licensed in life and health in the state of New Jersey. Mrs. Barone-Padden received her Bachelor of Science degree from East Stroudsburg University.

Mrs. Barone-Padden is active in her hometown of Fords (Woodbridge), New Jersey where she lives with her husband and three children.



**ACRISURE**

*Acrisure, LLC Response to Request for Quotations for Insurance Brokerage Services  
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**ATTACHMENT B**

**STATE OF NEW JERSEY INSURANCE LICENSES FOR  
AGENCY AND ACCOUNT MANAGEMENT TEAM**

This form is a reflection of the  
information contained on our  
licensing records as  
of 12/13/2016

**State of New Jersey**  
**Department of Banking and Insurance**  
**Division of Insurance**  
20 West State Street  
P.O. Box 325  
Trenton, NJ 08625-0325

Richard J. Badolato  
*Commissioner*

**Certification of Licensure**

Name: ACRISURE LLC  
National Producer #: 12259059

License Information  
**PRODUCER**  
NJ Reference #: 1202869  
Expiration Date: 05/31/2018

Authority	Qualified By	Status	Status Effective
LIFE INSURANCE	Designated Responsible Licensed Producer	ACTIVE	11/19/2008
ACCIDENT, HEALTH OR SICKNESS	Designated Responsible Licensed Producer	ACTIVE	11/19/2008
PROPERTY	Designated Responsible Licensed Producer	ACTIVE	11/19/2008
CASUALTY	Designated Responsible Licensed Producer	ACTIVE	11/19/2008
SURPLUS LINES INSURANCE	Designated Responsible Licensed Producer	ACTIVE	12/31/2008
LIFE WITH VIATICAL	Designated Responsible Licensed Producer	ACTIVE	08/30/2016

*Active status for resident producers currently licensed confirms compliance with New Jersey continuing education requirements for producers. New Jersey continuing education compliance regulations are not applicable to nonresident producers.*

**NOTE: UNDER NEW JERSEY LAW, CLU, CHFC, AND CPCU DESIGNATIONS ARE RECOGNIZED AS THE EQUIVALENT OF QUALIFICATION BY EXAMINATION. NEW JERSEY LAW PERMITS THE LICENSING OF NON-RESIDENTS WHO HOLD A RESIDENT LICENSE IN ANOTHER STATE WITH COMPARABLE AUTHORITY. LICENSEE DATABASE INFORMATION IS NOT AVAILABLE PRIOR TO 1981.**

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Trenton, NJ 08625-0325

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of 12/11/2016

**State of New Jersey**  
**Department of Banking and Insurance**  
**Division of Insurance**  
20 West State Street  
P.O. Box 325  
Trenton, NJ 08625-0325

Richard J. Badolato  
*Commissioner*

**Certification of Licensure**

Name: DERADO, SARAH ANNE  
National Producer #: 8052424

License Information

**PRODUCER**

NJ Reference #: 1017207

Expiration Date: 09/30/2017

Authority	Qualified By	Status	Status Effective
LIFE INSURANCE	EDUCATION BY EXAMINATION	ACTIVE	04/15/2004
ACCIDENT, HEALTH OR SICKNESS	EDUCATION BY EXAMINATION	ACTIVE	04/15/2004
PROPERTY	EDUCATION BY EXAMINATION	ACTIVE	05/23/2014
CASUALTY	EDUCATION BY EXAMINATION	ACTIVE	05/23/2014

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of 12/11/2016

**State of New Jersey**  
**Department of Banking and Insurance**  
**Division of Insurance**  
20 West State Street  
P.O. Box 325  
Trenton, NJ 08625-0325

Richard J. Badolato  
*Commissioner*

**Certification of Licensure**

Name: MCMANUS,JOHN B  
National Producer #: 2050950

License Information

**PRODUCER**

NJ Reference #: 9032809

Expiration Date: 05/31/2017

Authority	Qualified By	Status	Status Effective
LIFE INSURANCE	QUALIFIED AS A NON-RESIDENT	ACTIVE	07/01/1997
ACCIDENT, HEALTH OR SICKNESS	QUALIFIED AS A NON-RESIDENT	ACTIVE	07/01/1997
PERSONAL LINES	QUALIFIED AS A NON-RESIDENT	ACTIVE	07/01/1997
PROPERTY	QUALIFIED AS A NON-RESIDENT	ACTIVE	07/01/1997
CASUALTY	QUALIFIED AS A NON-RESIDENT	ACTIVE	07/01/1997

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**State of New Jersey**  
**Department of Banking and Insurance**  
**Division of Insurance**  
20 West State Street  
P.O. Box 325  
Trenton, NJ 08625-0325

**Richard J. Badolato**  
*Commissioner*

**Certification of Licensure**

Name: DAWKINS,PATRICE Y  
National Producer #: 5716168

License Information

**PRODUCER**

NJ Reference #: 9139858  
Expiration Date: 12/31/2018

<b>Authority</b>	<b>Qualified By</b>	<b>Status</b>	<b>Status Effective</b>
LIFE INSURANCE	EDUCATION BY EXAMINATION	ACTIVE	06/28/1991
ACCIDENT, HEALTH OR SICKNESS	EDUCATION BY EXAMINATION	ACTIVE	06/28/1991
PERSONAL LINES	EDUCATION BY EXAMINATION	ACTIVE	06/28/1991
PROPERTY	EDUCATION BY EXAMINATION	ACTIVE	06/28/1991
CASUALTY	EDUCATION BY EXAMINATION	ACTIVE	06/28/1991
VARIABLE	WAIVER OF EDUCATION	ACTIVE	11/10/2003

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**NOTE: UNDER NEW JERSEY LAW, CLU, CHFC, AND CPCU DESIGNATIONS ARE RECOGNIZED AS THE EQUIVALENT OF QUALIFICATION BY EXAMINATION. NEW JERSEY LAW PERMITS THE LICENSING OF NON-RESIDENTS WHO HOLD A RESIDENT LICENSE IN ANOTHER STATE WITH COMPARABLE AUTHORITY. LICENSEE DATABASE INFORMATION IS NOT AVAILABLE PRIOR TO 1981.**

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Department of Banking and Insurance  
P. O. Box 325  
Trenton, NJ 08625-0325

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information contained on our  
licensing records as  
of 12/11/2016

**State of New Jersey**  
**Department of Banking and Insurance**  
**Division of Insurance**  
20 West State Street  
P.O. Box 325  
Trenton, NJ 08625-0325

Richard J. Badolato  
*Commissioner*

**Certification of Licensure**

Name: KLEIN,LINDSAY D  
National Producer #: 7728805

License Information

**PRODUCER**

NJ Reference #: 0303282  
Expiration Date: 05/31/2017

Authority	Qualified By	Status	Status Effective
LIFE INSURANCE	EDUCATION BY EXAMINATION	ACTIVE	06/20/2003
ACCIDENT, HEALTH OR SICKNESS	EDUCATION BY EXAMINATION	ACTIVE	06/20/2003
PROPERTY	EDUCATION BY EXAMINATION	ACTIVE	05/23/2014
CASUALTY	EDUCATION BY EXAMINATION	ACTIVE	05/23/2014
VARIABLE	WAIVER OF EDUCATION	ACTIVE	12/10/2003

*Active status for resident producers currently licensed confirms compliance with New Jersey continuing education requirements for producers. New Jersey continuing education compliance regulations are not applicable to nonresident producers.*

**NOTE: UNDER NEW JERSEY LAW, CLU, CHFC, AND CPCU DESIGNATIONS ARE RECOGNIZED AS THE EQUIVALENT OF QUALIFICATION BY EXAMINATION. NEW JERSEY LAW PERMITS THE LICENSING OF NON-RESIDENTS WHO HOLD A RESIDENT LICENSE IN ANOTHER STATE WITH COMPARABLE AUTHORITY. LICENSEE DATABASE INFORMATION IS NOT AVAILABLE PRIOR TO 1981.**

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## State of New Jersey

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Division of Insurance  
20 West State Street  
P.O. Box 325  
Trenton, NJ 08625-0325

Richard J. Badolato  
Commissioner

## Certification of Licensure

Name: BARONE-PADDEN, MICHELE  
National Producer #: 16387241

License Information

**PRODUCER**

NJ Reference #: 1311571

Expiration Date: 06/30/2017

Authority	Qualified By	Status	Status Effective
ACCIDENT, HEALTH OR SICKNESS	EDUCATION BY EXAMINATION	ACTIVE	09/08/2011

*Active status for resident producers currently licensed confirms compliance with New Jersey continuing education requirements for producers. New Jersey continuing education compliance regulations are not applicable to nonresident producers.*

**NOTE:** UNDER NEW JERSEY LAW, CLU, CHFC, AND CPCU DESIGNATIONS ARE RECOGNIZED AS THE EQUIVALENT OF QUALIFICATION BY EXAMINATION. NEW JERSEY LAW PERMITS THE LICENSING OF NON-RESIDENTS WHO HOLD A RESIDENT LICENSE IN ANOTHER STATE WITH COMPARABLE AUTHORITY. LICENSEE DATABASE INFORMATION IS NOT AVAILABLE PRIOR TO 1981.

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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-428  
Agenda No. 10.Z.31  
Approved: MAY 10 2017  
TITLE:



## RESOLUTION AUTHORIZING A CONTRACT WITH BROWN & BROWN METRO, LLC AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR DENTAL COVERAGE

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City ("City") requires the services of an insurance consultant and broker to negotiate and obtain contracts with companies that provide dental coverage; and

**WHEREAS**, the City publicly solicited quotes from vendors through a Request for Quotes ("RFQ") and received quotes from Brown & Brown Metro, LLC, Frenkel Benefits, LLC and RD Parisi Associates, Inc.; and

**WHEREAS**, Brown & Brown Metro, LLC, with an office at 56 Livingston Avenue, Roseland, NJ 07068, will provide this service to the City for sixty-thousand dollars (\$60,000) per year as the City's Dental Insurance Broker of Record; and

**WHEREAS**, N.J.S.A. 40A 11-5 (1)(m) authorizes the award of contracts for insurance consulting services in accordance with the requirements of an Extraordinary Unspecifiable Services ("EUS") contract award; and

**WHEREAS**, the City has a need to acquire these services pursuant to a fair and open process, pursuant to of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the Business Administrator has certified that these services qualify as an EUS pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, Brown & Brown Metro, LLC has certified that they have not made any reportable contributions in the one year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

**WHEREAS**, the resolution authorizing the award and the contract itself must be available for public inspection.

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to award a contract to Brown & Brown Metro, LLC to provide insurance consulting services to the City at a cost of sixty-thousand dollars (\$60,000) per year and to be the City's broker of record for purchasing dental coverage.
2. The term of the contract shall be for three (3) years, commencing May 11, 2017 and ending May 10, 2020.

City Clerk File No. Res. 17-428Agenda No. 10.7.31MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING A CONTRACT WITH BROWN & BROWN METRO, LLC AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE CITY'S DENTAL COVERAGE**

3. This contract is awarded as an EUS in accordance with N.J.S.A. 40A:11-5 (a)(ii) of the Local Public Contracts law because of the reasons stated in the Certification attached hereto.
4. This contract is awarded using a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.
5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and

**BE IT FURTHER RESOLVED** that the above named company and persons shall have full authority to investigate and evaluate the dental plans that are presently in effect within the City of Jersey City as to the above mentioned area and the above mentioned company and persons should submit proposals and recommendations accordingly.

I Donna Mauer Donna Mauer, Chief Financial Officer certify that funds in the amount of \$ 60,000 are available in Account No. 01-201-23-220-312  
PO# 125044.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											5.10.17	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando F. Lavarro, Jr., President of Council
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A CONTRACT WITH BROWN & BROWN METRO, LLC AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR DENTAL COVERAGE**

**Project Manager**

Department/Division	Human Resources	Health Benefits
Name/Title	Michaline Yurcik	Director
Phone/email	(201) 547-5217	MYurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Brown & Brown Metro, LLC, with an office at 56 Livingston Avenue, Roseland, NJ 07068, will provide insurance brokerage services to the City for sixty-thousand dollars (\$60,000) per year as the City's Dental Insurance Broker of Record.

**Cost (Identify all sources and amounts)**

\$60,000

**Contract term (include all proposed renewals)**

3 years commencing on May 11, 2017  
and ending May 10, 2020.

**Type of award**

Extraordinary Unspecifiable Services

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

TO: Municipal Council  
FROM: Robert J. Kakoleski, Business  
Administrator  
DATE: May 4, 2017  
SUBJECT: This is a contract for insurance brokerage services for dental coverage.

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Brown & Brown Metro, LLC  
Cost: \$60,000 per year.  
Duration: 3 years.  
Purpose: Evaluate and assess dental coverage.

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

**1. Provide a clear description of the nature of the work to be done.**

Brown & Brown Metro, LLC will evaluate the current dental plans for all enrollees in an effort to reduce costs for the City.

**2. Describe in detail why the contract meets the provisions of the statute and rules:**

Pursuant to N.J.S.A. 40A:11-5(1)(m), insurance, including the purchase of insurance coverage and consultant services, may be procured in accordance with the requirements for extraordinary unspecifiable services.

**3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**

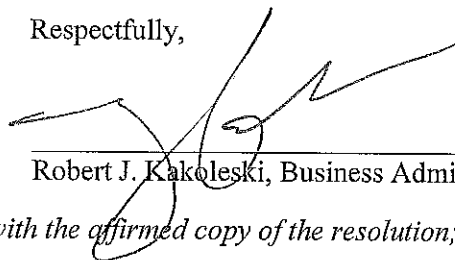
The performance of the services requires expertise in a variety of fields including having a thorough knowledge and understanding of the insurance industry and dental coverage costs.

**4. Describe the informal solicitation of quotations:**

A request for quotes was published on the City's web page. Additionally, the City sent copies of the request for quotes to previously interested vendors. The City received quotes from Brown & Brown Metro, LLC, Frenkel Benefits, LLC and RD Parisi Associates, Inc.

**5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

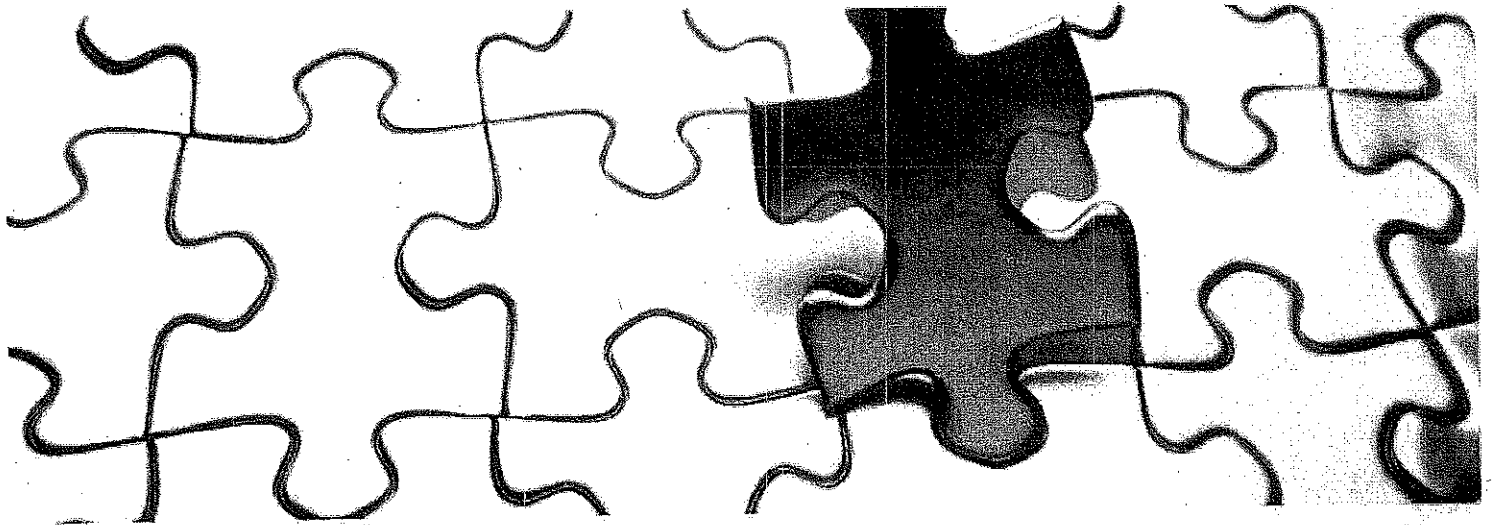
Respectfully,

  
Robert J. Kakoleski, Business Administrator

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*



# **Employee Benefit Services And Capabilities**



Prepared for the City of Jersey City

## **REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE SERVICES TO BE AWARDED AS A CONTRACT FOR EXTRAORDINARY UNSPECIFIABLE SERVICES**

Presented by:  
Brown & Brown Metro, LLC.



CITY OF JERSEY CITY, NJ  
DEPARTMENT: Administration  
PURPOSE: Insurance Brokerage Services

REQUEST FOR QUOTATIONS  
DIVISION: Human Resources  
DUE DATE: April 11, 2017

Please place the checklist and the required forms which follow at the front of your proposal to facilitate the City's review.

PROJECT: REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE  
SERVICES TO BE AWARDED AS A CONTRACT FOR EXTRAORDINARY  
UNSPECIFIABLE SERVICES

RESPONDENT: Brown & Brown Metro, LLC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Administration Review
A. Pay-to-Play Forms	CC	
B. Non-Collusion Affidavit properly notarized	CC	
C. Statement of Ownership Disclosure *	CC	
D. Mandatory Affirmative Action Language (Exhibit A)	CC	
E. Employee Information Report or Form AA302 (submitted only if this is the first time doing business with Jersey City). If it is not the first time, submit the actual Certificate of Employee Information Report or Letter of Federal Approval	CC	
F. Americans with Disabilities Act (Appendix A)	CC	
G. MWBE Questionnaire	CC	
H. Business Registration Certificate	CC	
I. Written Quote	CC	
J. Letter of Intent	CC	
K. Acknowledgement of Addenda *	CC	
L. Original signature(s) on all required forms.	CC	

\* Failure to include these documents with Proposal will result in automatic rejection of Proposal.



April 3, 2017

Peter Folgado Purchasing Agent  
Department of Administration Division of Purchasing  
394 Central Avenue 3rd Floor  
Jersey City, New Jersey 07307

Re: REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE SERVICES TO BE AWARDED  
AS A CONTRACT FOR EXTRAORDINARY UNSPECIFIABLE SERVICES

Dear Mr. Folgado:

Saving money on employee benefits is imperative in today's economy. The cost of providing benefits continues to rise and employees seek affordable alternatives. Many employers struggle to balance employee needs with their own fiscal constraints. Helping you meet these needs is Brown & Brown Metro, LLC's mandate.

Obtaining competitive quotes for coverage and handling claim problems is only a small part of what you should expect from your insurance and employee benefit advisors. We go much further by providing quality services throughout the year. Selecting Brown & Brown Metro, LLC as your Broker will allow us to complete an in-depth market analysis, obtain quotes from more markets and leverage our relationships with carriers.

Working with a quality organization such as Brown & Brown Metro, LLC will ensure that you are provided the best value and service for you and your employees. Our customized employee communications will keep your employees informed, healthy and safe on an ongoing basis.

Brown & Brown Metro, LLC is a full-service insurance and employee benefits firm. We are the largest insurance brokerage firm in the State of New Jersey and the 7<sup>th</sup> largest broker nationwide. Our company provides brokerage and consulting services to both private and public sector entities in the areas of risk management, health benefits, and general insurance.

Brown & Brown Metro, LLC currently serves clients of all sizes, funding arrangements and sectors with coverage inclusive of, but not limited to, the following:

- Medical & Prescription
- Healthcare Saving Accounts
- Stop Loss/Reinsurance
- Administrative Services Only
- Dental Insurance
- Life and AD&D Insurance
- Disability Insurance
- Voluntary Benefits Suites
- Flexible Spending Accounts
- NJ Mandate Compliance
- Healthcare Reform Compliance
- Secondary Customer Service Programs
- Employee Assistance Programs

Brown & Brown Metro, LLC  
56 Livingston Avenue  
• Roseland, NJ • 07068  
Phone: 973-549-1900 • Fax: 973-597-1000



Our primary goal is to improve or maintain the same level of benefit offerings for clients while at the same time keeping costs manageable. This is done with promoting health and wellness, providing employee incentives to improve the health of covered individuals, and analyzing all costs associated with healthcare contracts. In addition, the growing complexity of Healthcare Reform and state Mandate Compliance has made it necessary for entities to become increasingly dependent on consultants in order to remain compliant with all the requirements.

Our success is accomplished by using a team approach of experienced insurance professionals who will work daily to ensure that all needs are dealt with effectively and efficiently. In addition, we provide the following services to our clients:

#### HEALTH BENEFITS PLAN MANAGEMENT

Brown & Brown provides a comprehensive approach to all aspects of plan management. Health and benefit programs require an annual performance study, benchmarking against best practices, pricing, program marketing and renewal, communication, compliance and financial reporting.

#### VENDOR MANAGEMENT: PERFORMANCE EVALUATION AND AUDIT

Increasingly, employers are asking for a sound corporate risk management program that assesses how vendors perform on key metrics including claim processing accuracy and timeliness, eligibility management, customer satisfaction and compliance.

#### FINANCIAL MANAGEMENT

Brown & Brown financial specialists provide best approaches in evaluating the impact of plan design and pricing changes, projecting annual and multi-year cost trends, tracking results against budget, and setting reserves. Our knowledge helps us determine whether carriers are providing the right assumptions for renewing medical, life, disability and specialized coverages such as stop-loss coverage. Our experience is also helpful for identifying major cost drivers and validating the impact of new innovations.

#### BENEFITS COMPLIANCE & REGULATORY SERVICES

Benefit programs are highly regulated on national and local levels. Brown & Brown consultants and specialists are dedicated to keeping clients informed about emerging legislation and regulatory changes, reviewing plan documents, bringing programs into compliance, and filing necessary forms.

#### HEALTH BENEFITS COMMUNICATION

The importance of getting employees to value the significant investment you make in benefit programs has never been higher. Employers are actively engaging employees to become better educated in understanding and managing their health risks, choosing the best providers, participating in care management programs, and managing their current and post-retirement benefit decisions. Brown & Brown has the resources and expertise to enable our clients to achieve their objectives. We collaborate with our clients to customize a program that addresses their specific requirements.

Brown & Brown Metro, LLC  
56 Livingston Avenue  
• Roseland, NJ • 07068  
Phone: 973-549-1900 • Fax: 973-597-1000



#### ADMINISTRATION

Plan administration is not a core competency that most employers have. Nor do they necessarily want it. In lean economic times they want access to the most efficient way of enrolling employees, reporting eligibility to carriers, managing employee life event changes and ensuring that carriers are paid the correct amount. Timeliness and accuracy are critical to ensuring that claims are paid correctly and only for participants who are truly eligible for the plan. Brown & Brown provides innovative solutions tailored for organizations that have more complexity.

#### BENEFITS CALL CENTER SERVICES

Dedicated and experienced HR professionals ensure that all benefit plan and eligibility issues are consistently addressed quickly and expertly. Brown & Brown call center services include:

- Dedicated toll-free telephone number for access by employees and HR staff. Customer is not responsible for monthly telecommunication charges.
- Bi-lingual support for both English and Spanish speaking employees.
- Documentation of issues and inquiries in our Customer Relationship Management System.
- Automatic call back capabilities to employees who select this option.
- Employee advocate/escalation point with insurance providers for eligibility, generation of ID cards, enrollment and claim status issues.
- Eligibility - provide the employee or dependent with information on plan availability.
- Coverage - give the employee or dependent information on what the plan covers.
- Rates - provide the employee or dependent with the cost of coverage.
- Enrollment - identify in which plan(s) the employee or dependent is enrolled.
- Claims - provide information on who to call and how to resolve a claim problem.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Cinelli", written over a horizontal line.

Dominick Cinelli  
Executive Vice President  
Brown & Brown Metro, LLC  
56 Livingston Avenue  
Roseland, NJ 07068  
Direct: (973) 549-1967  
Fax: 973-549-1007  
[dcinelli@bbmetro.com](mailto:dcinelli@bbmetro.com)

Brown & Brown Metro, LLC  
56 Livingston Avenue  
• Roseland, NJ • 07068  
Phone: 973-549-1900 • Fax: 973-597-1000

# Prevention newsletter

- Get active. Exercise has been proven to lift depression and stress.
- Eat healthy. Give your body plenty of energy by eating fruits, vegetables and protein.
- Talk to friends and family. Many times having a discussion about what is troubling you can help you feel better.
- Get help if you need it. A therapist or mental health professional is trained to help you deal with stress. You can also take advantage of your Employee Assistance Program (EAP) if it is offered at work.

## Women's Health

All women should be especially conscious of the following:

### Get Enough Folic Acid

Folic acid is especially crucial for pregnant women, or women who may become pregnant. This vitamin can prevent birth defects and is needed within the first few weeks of pregnancy. That is why it is important to incorporate folic acid in your daily regimen, as most women do not even know they are pregnant until after several weeks have passed. The two best ways to get folic acid are to eat fortified breakfast cereals or to take a daily vitamin. You can also eat foods with folate (a type of folic acid), such as asparagus, spinach, orange juice and beans.

Women of childbearing age (typically ages 11 to 49) need 400 mcg of folic acid every day.

### Get Tested for Breast Cancer

Get a mammogram every 1 to 2 years, starting at age 40. Mammograms can help detect breast cancer early; you have a better chance of surviving breast cancer if it is found in its early stages. If breast or ovarian cancer runs in your family, you should start getting mammograms before age 40.

A mammogram is an X-ray of the breast. It uses a very low level of radiation and is safe. When you get a mammogram, the nurse will place your breasts, one at a time, between two plastic plates and take pictures of each one. Mammograms do not hurt and take less than 15 minutes.

You should also be performing monthly breast self-exams (BSEs). The best time to do so is a few days after your period ends. To learn how to perform a BSE and find out what to look for, visit <http://www5.komen.org/BreastCancer/InteractiveTools.html>. If you find a change, make an appointment with your doctor as soon as possible.

### Get Tested for Cervical Cancer

The best way to prevent cervical cancer is to get regular Pap tests, which is a screening test for this kind of cancer. You need a Pap test if you are 21 or older, or under 21 and have been sexually active for 3 years or more. Most deaths from cervical cancer could have been avoided by having regular Pap tests. This test can find unusual cells before they turn into cancer. It is recommended you have a Pap test every 1 to 3 years from ages 21 to 64.

A Pap test lasts only 3 to 5 minutes. It may be uncomfortable, but does not hurt. You will lie on an exam table and a doctor or nurse will insert a tool called a speculum into your vagina, opening it to see the cervix. A special brush collects cells from the cervix, which are sent to a lab for testing.

Doctors also recommend that women age 26 and younger get the HPV (human papilloma virus) vaccine. It protects against the types of HPV that cause cervical cancer and some sexually transmitted diseases (STDs).

## Men's Health

Unfortunately, many men are neglectful of their health. Are you one of them? According to the U.S. Department of Health and Human Services, men are more likely than women to smoke, drink, make unhealthy or risky decisions, and put off regular checkups and medical care.

### Pay Attention to Your Prostate

Men age 50 and older are most at risk for prostate cancer. It is the most common non-skin cancer in America, affecting one in six men. The American Cancer Society recommends that you receive either a digital rectal exam (DRE) or prostate-specific antigen (PSA) blood test every year starting at age 50. However, you should begin discussing prostate screening with your doctor as early as age 40, especially if there is a family history of prostate cancer.

During a DRE, the doctor inserts a finger into your rectum and examines the prostate for any irregularities. A PSA blood test involves an amount of blood drawn from the arm, and the level of PSA is tested. Both tests can easily be performed within the doctor's office and only take a few minutes.

## Get Tested for Colorectal Cancer

All men over 50 should be tested for colorectal cancer – or earlier if you have a family history of it. There are many ways to get your colon checked. Some tests are done every 1 to 2 years; others are done every 5 to 10 years. How often you get checked will depend on your risk. There are some tests you can do at home, such as a fecal occult blood test. Others, like a colonoscopy, must be done in a clinic or hospital. For these tests, you may need to drink only liquids the day before your test and use laxatives to clean out your colon.

A colonoscopy is a procedure used to see inside the colon and rectum. It can detect inflamed tissue, ulcers, and abnormal growths. Before the process, you will be lightly sedated. Then, the doctor will insert a long, flexible tube into your anus and guide it through the rectum and colon. This usually takes 30 to 60 minutes and full recovery is expected by the next day.

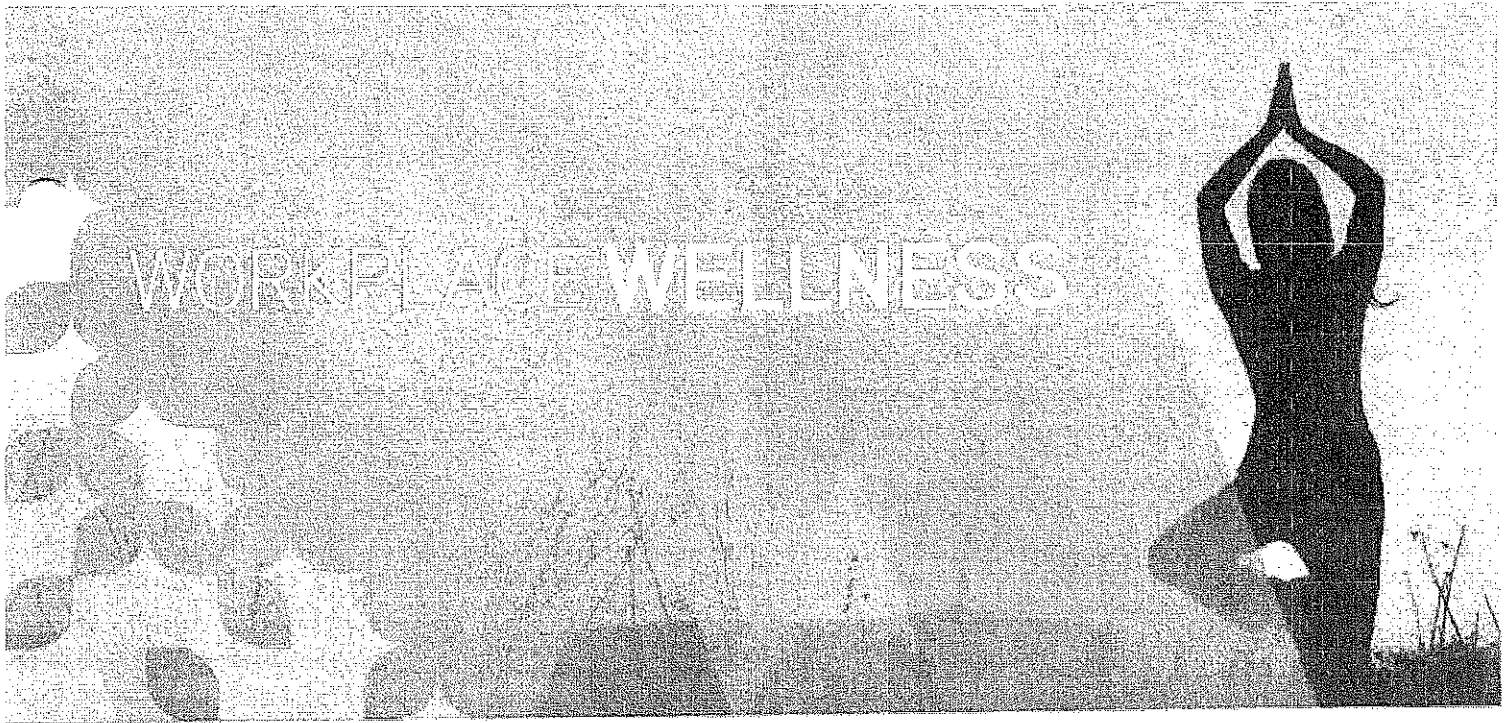
If you act early, you have a good chance of preventing colorectal cancer, or finding it in its early stages.

## Perform Regular Testicular Self-Exams

Although the incidence of testicular cancer has risen in recent years, more than 95 percent of cases can be cured. Most times, the cancer is detected unintentionally or by self-examination. Routine testicular self-examination increases your chances of finding a tumor, which often feels like a pea-sized, painless lump.

Testicular cancer most often affects men between the ages of 20 and 39. For more information on how to do a proper self-exam, visit the Testicular Cancer Resource Center at [www.acor.org/tcrc/tcexam.html](http://www.acor.org/tcrc/tcexam.html).





## Initiative for Healthier Vending Machine Options

For most employees, vending machines provide convenient snacks and meals. Employees may turn to vending machines when they skip breakfast, miss lunch, have afternoon hunger pains, have to stay late at work or when they just have a craving for something sweet or salty. The snacks offered in vending machines are generally unhealthy, but, in many situations, these snacks are the only food available to them.

Unfortunately, snacking on soft drinks, candy bars and chips several times a week can detract from an overall healthy diet and lead to weight gain and obesity. Obesity affects your health care costs, as it is the catalyst for many other illnesses, such as high blood pressure, diabetes and heart disease.

### *Implementing Healthier Vending Machine Options*

You can help employees choose healthier snacks at work by controlling what is offered in the vending machine. Request that your vending machine company stock machines with healthier alternatives, or you can switch to a vendor that provides healthier options. Here are some healthier alternatives to include in your vending machine:

- Nuts such as almonds, pistachios or cashews
- Pumpkin and sunflower seeds
- Dried fruits such as cranberries, apricots and raisins
- Fruit leathers
- Low-fat crackers
- Brown rice crackers





- Canned fruit in natural juices
- Rice cakes
- Whole grain granola and fruit bars
- Oatmeal
- Bottled water
- Sugar-free beverages

Even if your vending machine still includes a few unhealthier snacks, consider listing nutritional labels in an easy-to-read location on or near the vending machine to enable employees to make healthier choices.

When revamping your vending machine offerings, be aware that healthier food options are often more expensive. Consider subsidizing part of this higher cost in order to remove any cost barriers that employees may perceive when considering healthier snacks. Although this may pose an initial expense for the company, helping employees eat healthier at work can help improve overall health, eventually reducing health care costs and increasing productivity.

# Response

## SUBMISSION REQUIREMENTS

### General Requirements

The Quote submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this RFQ and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Quote. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### Administrative Information Requirements

The Respondent shall, as part of its Quote, provide the following information:

- a) An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Quote.

*Please see Tab One "Executive Summary" of this document.*

- b) Name, address, and telephone number of the Respondent submitting a Quote pursuant to this RFQ, and the name of the key contact person.

*Dominick Cinelli  
Executive Vice President  
Brown & Brown Metro, LLC  
56 Livingston Avenue  
Roseland, New Jersey 07068  
973-549-1967*

- c) A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
  - 1. Provide the names and business addresses of all Principals of the Respondent submitting the Quote. For purposes of this RFQ, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm. (Sample form in Section 7)

*Brown & Brown, Inc.  
220 S. Ridgewood Ave  
Daytona Beach, FL 32114*

*J. Hyatt Brown  
212 Riverside Drive  
Ormond Beach, FL 32176*

2. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Quote. Describe the approval process.

*Brown & Brown Metro, LLC is fully owned by Brown & Brown Inc. Under Brown & Brown Inc.'s decentralized structure, each office has independent decision making authority to manage its specific activities.*

3. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership joint venture or similar organization.

*Not applicable.*

4. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. (Sample forms in Section 7)

*Agreed by Brown & Brown Metro, LLC. Please see Attachment C of this document.*

- d) The number of years Respondent has been in business under the present name.

*Brown & Brown Metro, LLC has been under the present name since 2015.*

- e) The number of years Respondent has been under the current management.

*Brown & Brown Metro, LLC has been under the current management for the past twelve years.*

- f) Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.

*None.*

- g) Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

*None.*

- h) Confirm appropriate federal and state licenses to perform activities.

*Please see Attachment B of this document.*

- i) An executed letter of intent. (Sample letter in Section 7).

*Please see Attachment A of this document.*

#### **Professional Information Requirements**

- a) Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:
1. Description and scope of work by Respondent.

*Please see our Cover Letter and Tab Two "Brown & Brown Metro, LLC" of this document.*

2. Name, address and contact information of references.

*Please see Attachment D of this document.*

3. Explanation of perceived relevance of the experience to the RFQ.

*Brown & Brown Metro, LLC represents over 275 boards of education and over 140 municipal governments of all sizes, and maintains a successful track record of yielding over \$100 million in savings. This is accomplished through plan and cost analysis, implementation of alternate funded plans or through aggressive negotiation of renewal programs as well as leveraging our size and expertise against the market place. This block of business has created credibility in the marketplace that allows us to get the attention of carriers that will benefit our customers. Furthermore, the experience of our staff contributes positively to our customer interactions by creating a broad reference base for any issues that may arise.*

*Brown & Brown Metro, LLC and its predecessor companies have over 20 years of experience in insurance brokering and consulting. The challenges facing the City of Jersey City and other public entities are universal; higher costs, tighter budgets, existing collectively bargained contracts and more pressure from constituents to reduce costs.*

- b) Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.

*Please see Attachment D of this document.*

- c) Resumes of key employees.

*Please see Tab One "Executive Summary" of this document.*

- d) Names and resumes of staff who will be assigned to provide services to the City if the City awards a contract to Respondent.

*Please see Tab One "Executive Summary" of this document.*

- e) A narrative statement of the Respondent's understanding of the City's needs and goals. This narrative should also describe the respondent's proposed project plan.

*Please review our Cover Letter.*

- f) List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.

*None.*

- g) A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

*Please see Attachment D of this document.*

- h) Respondents must demonstrate a proven record of providing broker services to municipalities and/or other public sector entities of similar size and complexity to Jersey City.

*Please see Attachment D of this document.*

# **Attachment A**



April 3, 2017

Attn: Peter Folgado,  
Purchasing Agent  
Department of Administration  
Division of Purchasing  
394 Central Avenue 3rd Floor  
Jersey City, New Jersey 07307

**RE: Letter of Intent**

Dear Mr. Folgado:

The undersigned as Respondent, has submitted the attached Quote in response to a Request for Quotes (RFQ), issued by the City of Jersey City (City), dated April 11, 2017 in connection with the City's need for Health Insurance Broker Services.

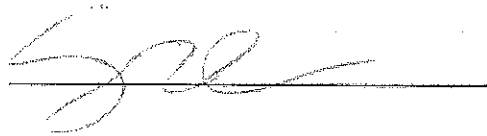
**Brown & Brown Metro, LLC HEREBY STATES**

1. The Quote contains accurate, factual and complete information.
2. **Brown & Brown Metro, LLC** agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **Brown & Brown Metro, LLC** acknowledges that all costs incurred by them in connection with the preparation and submission of the Quote and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **Brown & Brown Metro, LLC** hereby declares that the only persons participating in this Quote as Principals are named herein and that no person other than those herein mentioned has any participation in this Quote or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **Brown & Brown Metro, LLC** declares that this Quote is made without connection with any other person, firm or parties who has submitted a Quote, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

Brown & Brown Metro, LLC  
56 Livingston Avenue  
Roseland, NJ 07068  
Phone: 973-549-1900 • Fax: 973-597-1000



6. **Brown & Brown Metro, LLC** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.
7. **Brown & Brown Metro, LLC** acknowledges that any contract executed with respect to the provision of insurance brokerage services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.



**Colleen Coyle, Group Benefits Practice Leader**  
(Typed Name and Title)

**Brown & Brown Metro, LLC**  
(Typed Name of Firm)\*

4-4-17  
Dated

**\*If joint venture, partnership or other formal organization is submitting a Quote, each participant shall execute this Letter of Intent.**

# **Attachment B**



# State of New Jersey

Department of Banking and Insurance  
20 West State Street  
Trenton, NJ 08625-0327

LICENSE NUMBER:  
**9617098**

THIS CERTIFIES THAT **BROWN & BROWN METRO LLC**

AT BUSINESS ADDRESS 56 LIVINGSTON AVENUE  
ROSELAND, NJ 07068

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.3, including continuing education requirements for resident individuals, are met by the licensee expiration date. A renewal notice will be mailed to the licensee mailing address approximately 30 days prior to the license expiration date.

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	EXPIRATION DATE
PRODUCER	LIFE INSURANCE; ACCIDENT, HEALTH OR SICKNESS; PERSONAL LINES; PROPERTY; CASUALTY; REINSURANCE INTERMEDIARY; SURPLUS LINES INSURANCE	06/01/2016	05/31/2018

printed: 05/03/2016

Acting Commissioner of  
Banking and Insurance

The Department maintains an informative website at [www.dobi.nj.gov](http://www.dobi.nj.gov). Please visit this web page for valuable information and forms necessary to maintain compliance with licensing requirements.

#### Department Contact Information

web site: [www.dobi.nj.gov](http://www.dobi.nj.gov)  
phone: (609) 292-4337  
fax: (609) 984-5263

The request for any change of license information must be sent to the Department within 30 days of the change.

Make any checks and/or money orders payable to: **STATE OF NEW JERSEY, GENERAL TREASURY**

Mailing Address: Department of Banking and Insurance  
20 West State Street  
P.O. Box 327  
Trenton, NJ. 08625-0327



State of New Jersey  
Department of Banking and Insurance  
20 West State Street  
Trenton, NJ 08625-0327

LICENSE NUMBER  
**9019817**

THIS CERTIFIES THAT **DOMINICK S. CINELLI**

AT BUSINESS ADDRESS **BROWN & BROWN METRO, INC.**  
**56 LIVINGSTON AVE**  
**ROSELAND, NJ 07068-1733**

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.3, including continuing education requirements for resident individuals, are met by the licensee. A renewal notice will be mailed to the licensee's mailing address approximately 30 days prior to the license expiration date.

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	EXPIRATION DATE
PRODUCER	LIFE INSURANCE; ACCIDENT, HEALTH OR SICKNESS; PERSONAL LINES; PROPERTY; CASUALTY	08/01/2016	07/31/2018

printed: 07/08/2016

  
Commissioner of Banking and Insurance

The Department maintains an informative website at [www.dobi.nj.gov](http://www.dobi.nj.gov). Please visit this web page for valuable information and forms necessary to maintain compliance with licensing requirements.

**Department Contact Information**

web site: [www.dobi.nj.gov](http://www.dobi.nj.gov)  
phone: (609) 292-4337  
fax: (609) 984-5263

The request for any change of license information must be sent to the Department within 30 days of the change.

Make any checks and/or money orders payable to: **STATE OF NEW JERSEY, GENERAL TREASURY**

Mailing Address: Department of Banking and Insurance  
20 West State Street  
P.O. Box 327  
Trenton, NJ. 08625-0327



State of New Jersey  
Department of Banking and Insurance  
20 West State Street  
Trenton, NJ 08625-0327

LICENSE NUMBER  
9586037

THIS CERTIFIES THAT **COLLEEN A. COYLE**

AT BUSINESS ADDRESS 56 LIVINGSTON AVE  
ROSELAND, NJ 07068-1733

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 17:27.2 is paid and renewal requirements set forth in N.J.A.C. 17:27.2, including continuing education requirements for certain individuals, are met by the license expiration date. A renewal notice will be mailed to the licensee mailing address approximately 30 days prior to the license expiration date.

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	EXPIRATION DATE
PRODUCER	LIFE INSURANCE; ACCIDENT, HEALTH OR SICKNESS; PROPERTY; CASUALTY	07/01/2015	06/30/2017

printed: 08/03/2015

*K. S. Kaye*  
Commissioner of Banking and Insurance

The Department maintains an informative website at [www.dobi.nj.gov](http://www.dobi.nj.gov). Please visit this web page for valuable information and forms necessary to maintain compliance with licensing requirements.

Department Contact Information  
web site: [www.dobi.nj.gov](http://www.dobi.nj.gov)  
phone: (609) 292-4337  
fax: (609) 984-5263

The request for any change of license information must be sent to the Department within 30 days of the change.

Make any checks and/or money orders payable to: STATE OF NEW JERSEY, GENERAL TREASURY

Mailing Address: Department of Banking and Insurance  
20 West State Street  
P.O. Box 327  
Trenton, NJ. 08625-0327



State of New Jersey  
Department of Banking and Insurance  
20 West State Street  
Trenton, NJ 08625-0327

LICENSE NUMBER  
1031817

THIS CERTIFIES THAT **KAREN A. LEWANDOWSKI**

AT BUSINESS ADDRESS BROWN & BROWN METRO, INC.  
56 LIVINGSTON AVE  
ROSELAND, NJ 07068-1733

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.5, including continuing education requirements for resident individuals, are met by the licensee's expiration date. A renewal notice will be mailed to the licensee mailing address approximately 30 days prior to the license expiration date.

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	EXPIRATION DATE
PRODUCER	LIFE INSURANCE; ACCIDENT, HEALTH OR SICKNESS	05/01/2015	04/30/2017

printed: 08/05/2015

*K. S. Kozar*  
Commissioner of Banking and Insurance

The Department maintains an informative website at [www.dobi.nj.gov](http://www.dobi.nj.gov). Please visit this web page for valuable information and forms necessary to maintain compliance with licensing requirements.

Department Contact Information

web site: [www.dobi.nj.gov](http://www.dobi.nj.gov)  
phone: (609) 292-4337  
fax: (609) 984-5263

The request for any change of license information must be sent to the Department within 30 days of the change.

Make any checks and/or money orders payable to: **STATE OF NEW JERSEY, GENERAL TREASURY**

Mailing Address: Department of Banking and Insurance  
20 West State Street  
P.O. Box 327  
Trenton, NJ. 08625-0327



State of New Jersey  
Department of Banking and Insurance  
20 West State Street  
Trenton, NJ 08625-0327

LICENSE NUMBER  
**1102821**

THIS CERTIFIES THAT **KAREN KARSEN**

AT BUSINESS ADDRESS BROWN & BROWN METRO, INC.  
56 LIVINGSTON AVE  
ROSELAND, NJ 07068-1733

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.5, including continuing education requirements for resident individuals, are met by the license expiration date. A renewal notice will be mailed to the licensee mailing address approximately 30 days prior to the license expiration date.

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	EXPIRATION DATE
PRODUCER	LIFE INSURANCE; ACCIDENT, HEALTH OR SICKNESS; VARIABLE	05/01/2015	04/30/2017

printed: 08/05/2015

*K. S. Karsen*  
Commissioner of Banking and Insurance

The Department maintains an informative website at [www.dobi.nj.gov](http://www.dobi.nj.gov). Please visit this web page for valuable information and forms necessary to maintain compliance with licensing requirements.

**Department Contact Information**

web site: [www.dobi.nj.gov](http://www.dobi.nj.gov)  
phone: (609) 292-4337  
fax: (609) 984-5263

The request for any change of license information must be sent to the Department within 30 days of the change.

Make any checks and/or money orders payable to: **STATE OF NEW JERSEY, GENERAL TREASURY**

Mailing Address: Department of Banking and Insurance  
20 West State Street  
P.O. Box 327  
Trenton, NJ. 08625-0327



# State of New Jersey

Department of Banking and Insurance

20 West State Street

Trenton, NJ 08625-0327

LICENSE NUMBER

1203999

THIS CERTIFIES THAT **SONDRA E. KLARFELD**

AT BUSINESS ADDRESS **BROWN & BROWN METRO, INC.**  
**56 LIVINGSTON AVE**  
**ROSELAND, NJ 07068-1733**

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.5, including continuing education requirements for resident individuals, are met by the license expiration date. A renewal notice will be mailed to the licensee's mailing address approximately 30 days prior to the license expiration date.

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	EXPIRATION DATE
PRODUCER	ACCIDENT, HEALTH OR SICKNESS	08/01/2016	07/31/2018

printed: 07/11/2016

Commissioner of Banking and Insurance

The Department maintains an informative website at [www.dobi.nj.gov](http://www.dobi.nj.gov). Please visit this web page for valuable information and forms necessary to maintain compliance with licensing requirements.

### Department Contact Information

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phone: (609) 292-4337

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Make any checks and/or money orders payable to: **STATE OF NEW JERSEY, GENERAL TREASURY**

Mailing Address: Department of Banking and Insurance

20 West State Street

P.O. Box 327

Trenton, NJ. 08625-0327



# Attachment C

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

### EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Colleen Coyle

Representative's Signature: [Signature]

Name of Company: Brown & Brown Metro, LLC

Tel. No.: 973-549-1900

Date: 4/4/17

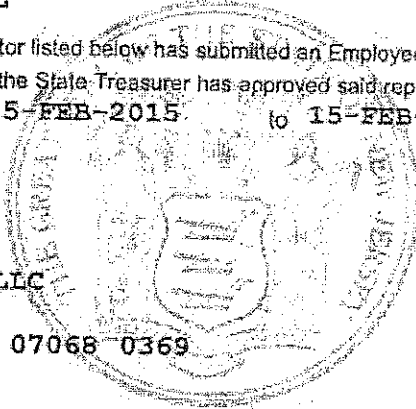
Certification 16111

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2015** to **15-FEB-2018**

**BROWN & BROWN METRO, LLC**  
**56 LIVINGSTON AVE.**  
**ROSELAND**

**NJ 07068 0369**



*Ford M. Scudder*

**FORD M. SCUDDER**  
State Treasurer

# Attachment D

### CLIENT REFERENCES

Name: County of Passaic  
Contact Person: Anthony DeNova  
Position: County Manager  
Telephone Number: 973-881-4405  
Scope of Services Performed: Brokerage services for self-insured medical, pharmacy, and dental  
Commencement and Termination Dates of Services: 2002 – Present  
Eligible Employees: 3,723  
Status and Comments: Program is still in force and is performing as expected

---

Name: Passaic Board of Education  
Contact Person: Erlinda Arellano  
Position: Business Administrator  
Telephone Number: 973-470-5242  
Scope of Services Performed: Brokerage services for dental, vision, prescription, and long term disability plans.  
Commencement and Termination Dates of Services: 2013 – Present  
Eligible Employees: 2,000  
Status and Comments: Program is still in force and is performing as expected

---

Name: Bergen County Technical and Special Services School District  
Contact Person: John Susino  
Position: Business Administrator  
Telephone Number: 201-343-6000 ext. 4056  
Scope of Services Performed: Brokerage services for dental, vision, prescription, stop loss, and disability plans.  
Commencement and Termination Dates of Services: 2011 – Present  
Eligible Employees: 1,200  
Status and Comments: Program is still in force and is performing as expected

---

Name: Jersey City Public Schools  
Contact Person: John Chester  
Position: Business Administrator  
Telephone Number: 201-915-6279  
Scope of Services Performed: Brokerage services for dental plans.  
Commencement and Termination Dates of Services: 2010 – Present  
Eligible Employees: 3,500  
Status and Comments: Program is still in force and is performing as expected

---

# Attachment E

# **Attachment F**



Item B. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Group Benefits Practice Leader

of the firm of Brown & Brown Metro, LLC

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent)

Colleen Coyle

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

4<sup>th</sup> April OF 2017

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 2022

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

# **Attachment G**

Item C. Statement of Ownership Disclosure

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:** Brown & Brown Metro, LLC

**Address of Business:** 56 Livingston Avenue, Roseland, New Jersey 07068

**Name of person completing this form:** Colleen Coyle

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

Item A. Pay-to-Play Forms

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Brown & Brown Metro, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Brown & Brown Metro, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Brown & Brown Metro, LLC

Signed [Signature] Title: Group Benefits Practice Leader

Print Name Colleen Boyle Date: 4-4-17

Subscribed and sworn before me

this 4 day of April, 2017.

My Commission expires: 1/2/22

[Signature]  
(Affiant)

Colleen Boyle, Group Benefits Practice Leader  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

### **Part I**

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership
- ☒ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): \_\_\_\_\_

### **Part II**

- ☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.  
(Please attach additional sheets if more space is needed):

Name: Brown & Brown Inc.

Address: 220 S. Ridgewood Ave  
Daytona Beach, FL 32114

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which Is Publicly Traded:**

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☒ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this 4 day of  
April, 2017.

(Notary Public)

My Commission expires: 11/2/22

[Signature]  
(Affiant)

Colleen Boyle, Group Benefit Practice Leader  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**Part III-Any Direct or Indirect Parent Entity Which is Publicly Traded:**

Brown & Brown Inc.  
220 S. Ridgewood Ave.  
Daytona Beach, FL 32114

J. Hyatt Brown  
220 S. Ridgewood Ave.  
Daytona Beach, FL 32114



Item F. Americans with Disabilities Act

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Colleen Coyle, Group Benefits Practice Leader

Representative's Signature: \_\_\_\_\_

Name of Company: Brown & Brown Metro, LLC

Tel. No.: 973-549-1900

Date: 01-21-11

# Attachment I

**Item G. MWBE Questionnaire (2 Copies)**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Brown & Brown Metro, LLC  
Address : 56 Livingston Avenue, Roseland, New Jersey 07068  
Telephone No. : 973-549-1900  
Contact Name : Colleen Coyle

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

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Telephone No.: 973-549-1900

Contact Name: Colleen Coyle

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

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**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

# **Attachment J**



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** BROWN & BROWN METRO, LLC

**Trade Name:**

**Address:** 56 LIVINGSTON AVE  
ROSELAND, NJ 07068-0706

**Certificate Number:** 2116514

**Effective Date:**

**Date of Issuance:** March 16, 2017

**For Office Use Only:**

20170316151503572

# **Attachment K**

**Item I. Written Quote**

Please include a quote for the annual cost to provide any of the services listed below.

**Insurance Brokerage Service**

**Annual Cost**

Medical, Prescription and Stop Loss Insurance:

\$ N/A

Dental Insurance:

\$ 60,000

Life Insurance for Management and Non-Management

\$ N/A

Please include any other details that describe the services to be provided with this exhibit.



# Attachment L

Item K. Acknowledgement of Addenda

CITY OF JERSEY CITY  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM

REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE SERVICES TO BE  
AWARDED AS A CONTRACT FOR EXTRAORDINARY UNSPECIFIABLE SERVICES

The undersigned acknowledges receipt of the following addenda to the Request For  
Proposal:

THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM SHOULD BE  
RETURNED WITH PROPOSAL PACKAGE: NOT TO BE SENT SEPARATELY

NOTE: Failure to acknowledge receipt of all addenda will cause the proposal to be  
considered non-responsive and the proposal will be rejected. Acknowledgement of receipt of  
each addendum must be clearly established and included with the proposal pursuant to  
N.J.S.A. 40A:11-23.2 (c).

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_


Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Proposer: Brown & Brown Metro, LLC

Street Address: 56 Livingston Avenue

City, State, Zip Roseland, New Jersey 07068

Authorized Signature: 

Date: 4-4-17



# Brown & Brown, Inc.



\$1 billion in revenues  
and growing!

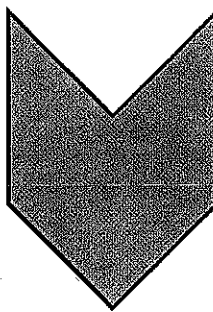
**Capabilities Brochure**  
**Helping Clients Achieve Their Insurance Goals**



# Brown & Brown Insurance

The company that was to become Brown & Brown Insurance was founded in Daytona Beach in 1939 by two cousins, J. Adrian Brown and Charles Covington Owen. Under the direction of Adrian Brown's son, Hyatt, a unique corporate culture has been created which values individual initiative and instills an indomitable "can do" attitude in its employees. B&B is acclaimed as, arguably, the most efficient operating platform in the insurance brokerage business, delivering high quality placement and service to a broad array of accounts. This, coupled with a precise, focused acquisition strategy helped Brown & Brown become one of the insurance industry's most powerful and influential leaders.

Today this "Meritocracy" of decentralized Profit Centers is led by the third generation of Browns – J. Powell Brown – and operates throughout the United States, in England and Bermuda providing a variety of insurance products and services to general businesses, corporations, governmental and quasi-governmental institutions, professional organizations, trade associations, families and individuals. Our products and services include:

- 
- Personal Insurance
  - Business Insurance
  - Employee Benefits
  - Wholesale Brokerage Services
  - Financial Services
  - Trade Credit
  - Risk Management
  - Surety Bonds



# Brown & Brown Insurance

## Brown & Brown is one of the world's largest insurance intermediaries!

Brown & Brown is an independent insurance intermediary that through its licensed subsidiaries provides a variety of insurance products and services to corporate, public entity, institutional, trade, professional, association and individual clients.

Headquartered in Daytona Beach and Tampa, Florida, offices are located across the United States, with products and services offered through four major business divisions. We are listed on the NYSE at BRO.

Our drive to be the best has made Brown & Brown one of the largest and most respected independent insurance intermediaries in the nation, with 75 years of continuous service. The Company is ranked as the sixth largest such organization in the United States and seventh in the World by Business Insurance magazine

Brown & Brown is one of the selected companies that comprise the Standard & Poor's Mid-Cap 400 Index. In September 2007 FORBES.COM ranked Brown & Brown #16 on its 2007 list of "The 100 Best Mid-Cap Stocks in America." FORBES magazine ranked Brown & Brown at #48 on its 2005 list of "America's Best Small Companies." FORTUNE magazine ranked Brown & Brown at #69 on its 2004 list of "America's 100 Fastest Growing Companies."

Starting in 2004, and continuing every year since, Brown & Brown has been designated as a Mergent's Dividend Index Achiever. This distinct honor is based on a record of 10 or more consecutive years of dividend increases, which has been achieved by less than 3% of U.S. listed dividend-paying companies.



# Brown & Brown Insurance

## About Us!

Brown & Brown is a full-service insurance and employee benefits firm. Brown & Brown provides brokerage services to both private and public sector entities in the areas of risk management, health benefits and general insurance. With local representation in every state throughout the nation, Brown & Brown Insurance provides clients with local state expertise, a national presence and nationally sponsored benefit programs.

### Years of Experience

- Brown & Brown was formed in 1939 and incorporated in the State of Florida in 1959.

### 7<sup>th</sup> Largest Intermediary

- Since then Brown & Brown has grown to be the 7<sup>th</sup> largest insurance intermediary in the nation.

### National Presence with Local Offices

- Brown & Brown with more than 180 offices across the country is able to maintain required agility to react locally to client specific and industry specific needs.

### Public Company

- Brown & Brown is a publicly traded corporation on the New York Stock Exchange (symbol: BRO).

### Roseland NJ Service Center

- The Roseland office has 100+ insurance industry professionals onsite with a wide range of backgrounds ready to service our customers. Our office services 140+ public entities and over 250+ private entities of varied sizes and funding arrangements.

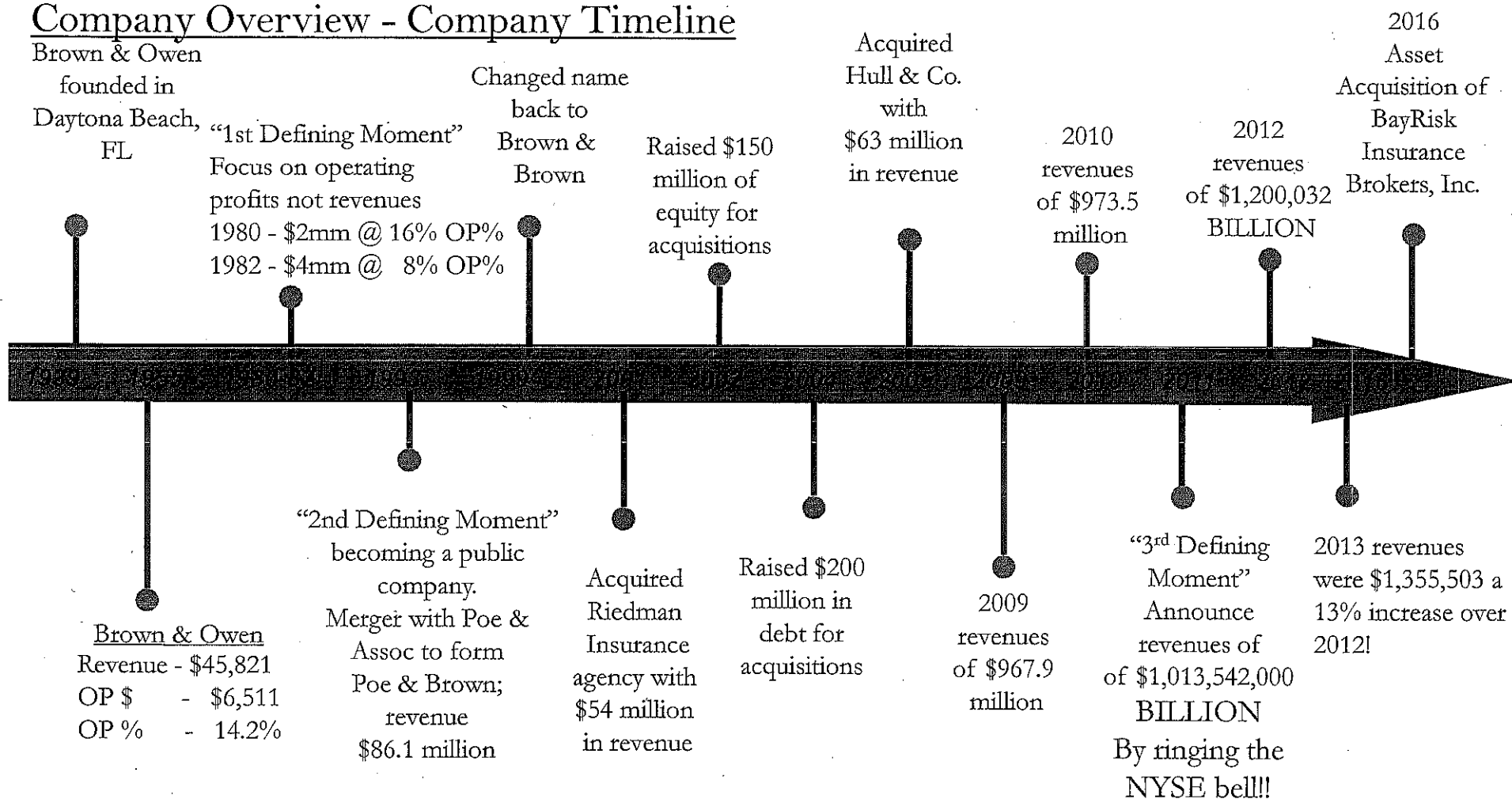
### Client Satisfaction

- Client satisfaction is determined by exceedingly high retention rates on average close to 100%.



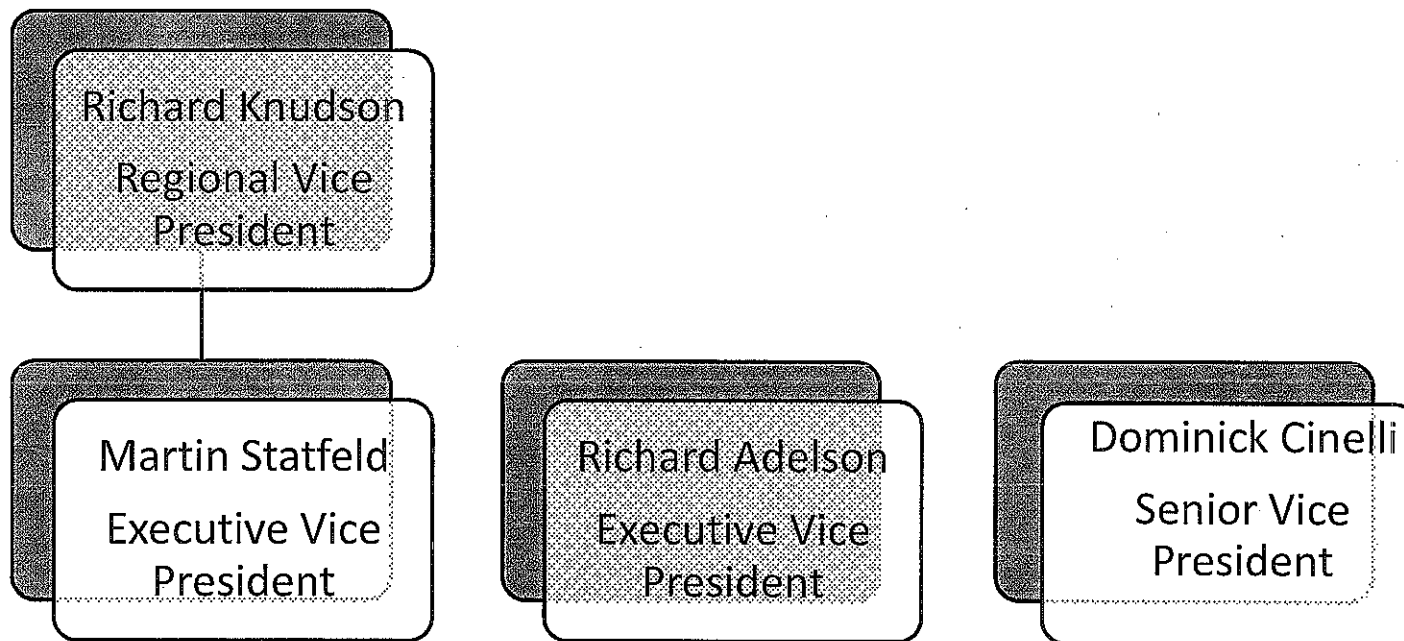
# Brown & Brown Insurance

## Company Overview - Company Timeline

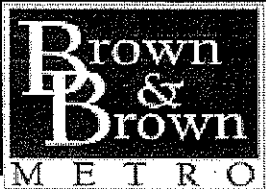




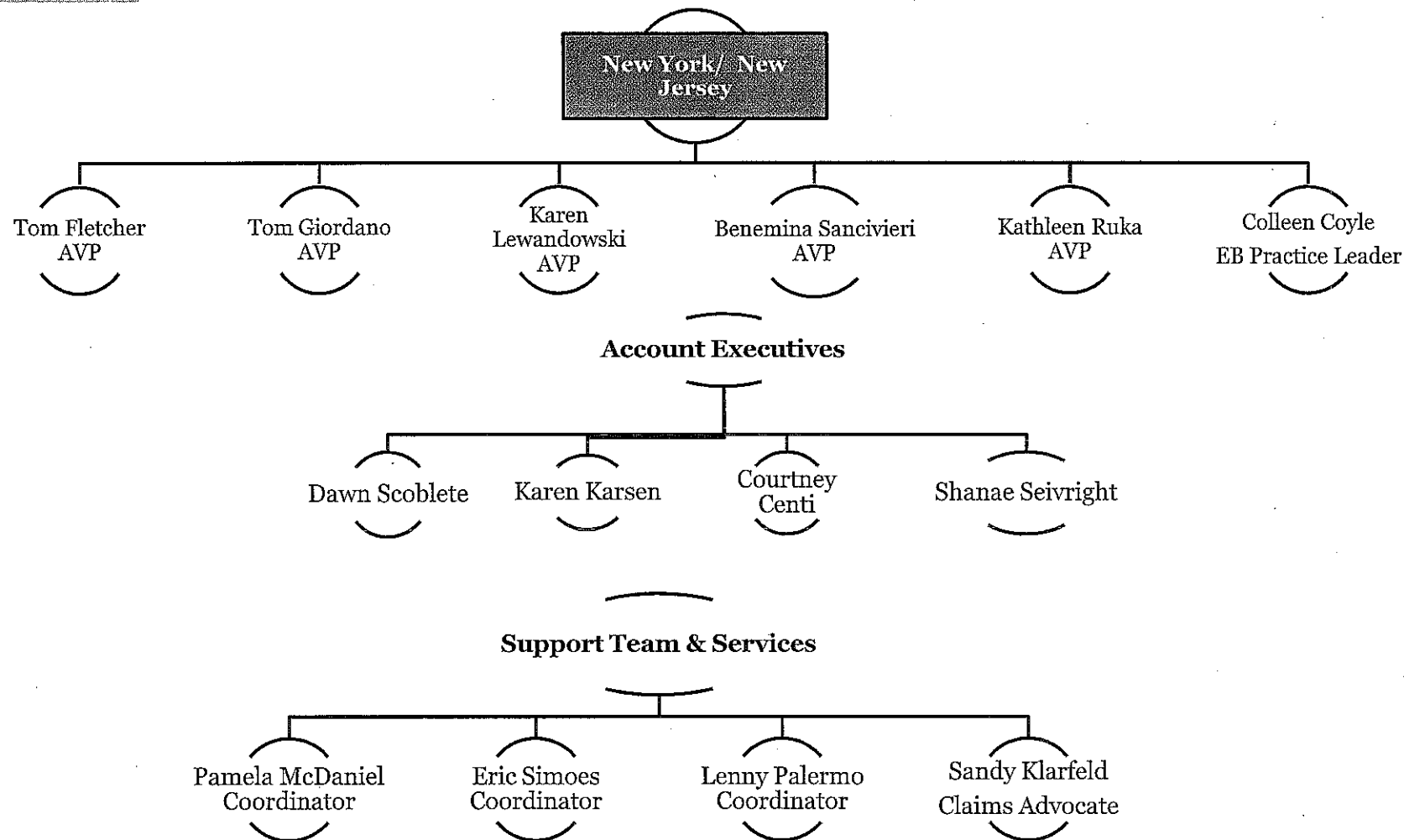
# Brown & Brown Insurance





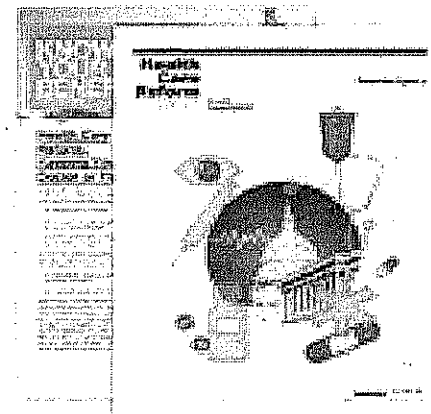


# Brown & Brown Insurance



## Sample Services

- Employee and HR Systems Provided through Zywave/ Health Advocacy/ HR Works
- Brown & Brown Corporate Audit, Legislative / Compliance, Guidance, Name Brand Recognition
- Local Brown & Brown Offices, 180 offices located across US to help serve national populations
- Call / Service Center
- **Benefits Account Management**
  - Actuarial review, marketing and placement services of medical, dental, pharmacy, vision, life, LTD, STD and voluntary benefit plans, against all markets and funding arrangements.
  - Flexible Spending Account (FSA) Assistance and Placement
    - Healthcare FSA
    - Dependent Care FSA
    - Premium Only Plan (POP) FSA
    - SIMPLE Cafeteria Plan
  - Transit and Parking Accounts Assistance and Placement, Health Savings Account (HSA) Assistance and Placement, Health Reimbursement Arrangements (HRA/FHRA) Assistance and Placement, Tuition Reimbursement Assistance and Placement, Workplace Giving Administration Assistance and Placement
  - Wellness Reward
- **Continuation Benefits Services Assistance and Placement**
  - COBRA Administration
  - FMLA Administration
  - Retiree Billing
- **Compliance Services Assistance**
  - ERISA Compliance Management
  - PCORI Compliance
  - Form 5500 Preparation
  - Non-Discrimination Testing
  - ACA Service





# Brown & Brown Insurance

## Our Call Center for Your Employees Services Model

Employees may access the Call Center to obtain assistance with any of their health insurance concerns, benefit questions and /or open enrollment assistance. The call center can assist employees in other languages as maybe required. In addition, the call center may provide additional assistance as follows:

**Open Enrollment** - The call center will assist with all open enrollments, helping employees locate providers and/or individually assisting employees in a plan selection based on their individual health insurance needs.

---

**Dependent Audits** - The call center can provide **dependent audits** at the client's request. Dependent eligibility audits identify and report dependents who are not eligible for your organization's benefit programs.

---

**Employee Benefit Surveys** - The call center is also available to conduct **employee benefit surveys**. Bi-lingual representatives are on staff.

---

**Mailings and Employee Initiatives** - Call Center employees are available to assist with mailings and other communication initiatives.

---

**Email** - Employees may access call center employees for assistance via email as well.



# Brown & Brown Insurance

## Solutions Advocacy for Employees

At Brown and Brown Metro, Inc., we are committed to providing our clients with the highest level of customer service available in today's marketplace. As part of our pledge to provide superior service, we offer a service center that is equipped to handle all of your employees needs. Our service center is comprised of experienced benefit professionals who can assist employees with a multitude of needs including:

- ☐ Claims assistance
- ☐ Locating a provider or specialty provider based on plan networks
- ☐ Understanding benefit plans
- ☐ COBRA
- ☐ Medicare questions
- ☐ Appeals assistance
- ☐ Arranging provider visits
- ☐ Answering questions during Open Enrollment periods



Our representatives are trained to understand your unique benefits and we understand in this busy world, having a resource for your employees to count on can be an invaluable, value added service. Employees can reach us at 1-877-75-ASKUS and they may also email any questions or concerns to our representatives directly. Our current hours of operation are 8:30 to 6:00pm EST.

## Sample Health Benefits Project Outline

### Medical

### Prescription

### Dental

### Vision

### Voluntary

- ∞ Review and inventory current insurance documents
- ∞ Analyze current budget expenditures programs & funding
- ∞ Analyze premium versus claims report for each plan
- ∞ Calculate per-employee claims costs
- ∞ Assess funding vehicles & administrative charges for each of the insurance contracts & administrative services agreements
- ∞ Review loss history reports, utilization reports, provider discount reports, etc.
- ∞ Prepare and conduct market request for proposal
- ∞ Forward recommendations on design, funding & administration
- ∞ Implement program changes at direction of client
- ∞ Prepare employee communications
- ∞ Attend all meetings required by group



# Brown & Brown Insurance

## Private Sector Partial Client List

- ❖ Atalanta Corporation (Global Gellert Group)
- ❖ Academy Bus Tours, Inc.
- ❖ Atlantic Realty
- ❖ Shrager Spivey & Sachs
- ❖ Bertram Associates
- ❖ Business Furniture Inc.
- ❖ Cinelli Iron & Metal, Co.
- ❖ CM Ceramics USA
- ❖ Duane Morris
- ❖ Edison Radiology Group
- ❖ G&S Motor Equipment Co, Inc.
- ❖ IDT Corporation
- ❖ Medical Diagnostics
- ❖ Mack Cali
- ❖ New York Lawyers for the Public Interest
- ❖ Revlon
- ❖ iCIMS
- ❖ Romark
- ❖ We Pack It All
- ❖ Swiss Chalet
- ❖ Fiesta Mart
- ❖ Hangley Aronchick Segal Pudlin & Schiller
- ❖ Luitpold Pharmaceuticals
- ❖ Kondaur Capital
- ❖ Steven L. Sugarman & Associates
- ❖ Ciardi Ciardi & Astin

- ❖ Riley Riper Hollin & Colangreco
- ❖ Michael Graves & Associates
- ❖ Montclair Kimberly Academy
- ❖ Mound Cotton Wollan & Greengrass
- ❖ MpowerMed, Inc.
- ❖ Palm Tree Partners
- ❖ Williams Cuker & Berezofsky
- ❖ Playbill, Inc
- ❖ Premier Orthopaedics
- ❖ Ray Catena Motor Car Corp.
- ❖ Satterlee Stephens Burke & Burke
- ❖ S. Rothschild & Company
- ❖ The Frisch School
- ❖ Uchiyama America, Inc.
- ❖ Law Offices of Leon Aussprung
- ❖ Berdon
- ❖ Fred Alger
- ❖ Galf and Berger
- ❖ Mandeess & Annie Seiz (YM Inc. | Sirens | Stitches/Urban Planet /Urban Behavior, Québec)
- ❖ Larsson & Scheuritzel
- ❖ Five Guys
- ❖ White Deer Energy – Private Equity
- ❖ Kiosk Information Systems
- ❖ Fireman Capital Partner
- ❖ Satterlee Stephens Burke & Burke

## Partial Client List

### **COUNTIES**

- ❖ County of Hudson
- ❖ County of Passaic

### **MUNICIPALITIES**

- ❖ Township of Berkeley Heights
- ❖ Borough of Bound Brook
- ❖ Borough of Demarest
- ❖ Borough of Dumont
- ❖ Township of Ewing
- ❖ Borough of Fanwood
- ❖ Borough of Florham Park
- ❖ Borough of Fort Lee
- ❖ Township of Freehold
- ❖ Town of Guttenberg
- ❖ Borough of Ho-Ho-Kus
- ❖ Borough of Keansburg
- ❖ Town of Kearny
- ❖ City of Linden

### **MUNICIPALITIES (cont.)**

- ❖ Township of Manalapan
- ❖ Township of North Bergen
- ❖ City of Newark
- ❖ Borough of Oradell
- ❖ Borough of Paramus
- ❖ City of Plainfield
- ❖ Village of Ridgewood
- ❖ Borough of South River

### **BOARDS OF EDUCATION/VO-TECH'S**

- ❖ Asbury Park BOE
- ❖ Bergen County VoTech
- ❖ Beverly City BOE
- ❖ Westfield BOE
- ❖ Florham Park BOE
- ❖ Guttenberg BOE
- ❖ Howell Township BOE

### **BOARDS OF EDUCATION/VO-TECH'S (cont.)**

- ❖ Hudson County Schools of Tech.
- ❖ Jersey City BOE
- ❖ Middlesex County Vo-Tech
- ❖ Sussex Wantage BOE
- ❖ Sussex County Tech

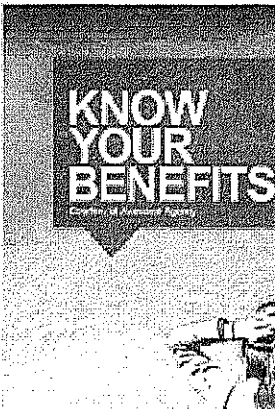
### **MUA's, COMMISSIONS, ETC.**

- ❖ Bergen County Housing Authority
- ❖ Jersey City Employment & Training
- ❖ Jersey City Housing Authority
- ❖ Jersey Incinerator Authority
- ❖ Jersey City MUA
- ❖ North Hudson Regional Fire
- ❖ Passaic County Board of Social Svc.
- ❖ Passaic Valley Water Commission

## Plan Administration & Legislative Compliance

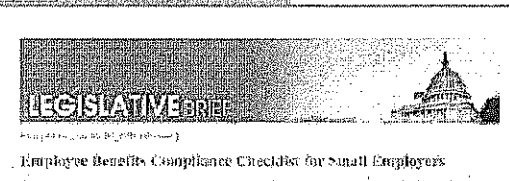
We offer materials to help you stay in compliance with important laws and regulations. You will have access to easy-to-read articles, FAQs, and common forms and tools, covering laws such as :

- ☐ HIPAA
- ☐ COBRA
- ☐ FMLA
- ☐ FLSA
- ☐ ERISA
- ☐ PPACA
- ☐ Healthcare Reform
- ☐ ADEA
- ☐ Section 125
- ☐ Medicare
- ☐ Mental Health Parity Act
- ☐ Women's Health and Cancer Rights Act
- ☐ State specific legislation (ex: Chapter 78)



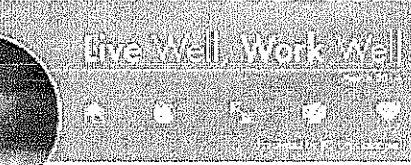
**KNOW YOUR BENEFITS**

Checklist of Important Topics



**LEGISLATIVE BRIEF**

Employee Benefits Compliance Checklist for Small Employers



**Live Well, Work Well**

**Stay Safe During Spring Weather Hazards**

Read this article to learn more about the risks of spring weather hazards and how to stay safe. It covers topics like severe weather, flooding, and power outages.

**Combating Allergy Season**

Learn how to manage allergies during the spring season. This article provides tips on identifying allergens, avoiding them, and using medication.

**Health Coverage Changes**

Learn about the latest changes in health coverage, including the impact of the Affordable Care Act and the new health care law.

**Grandfathered Status**

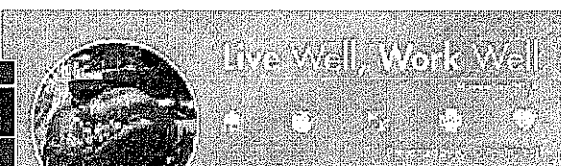
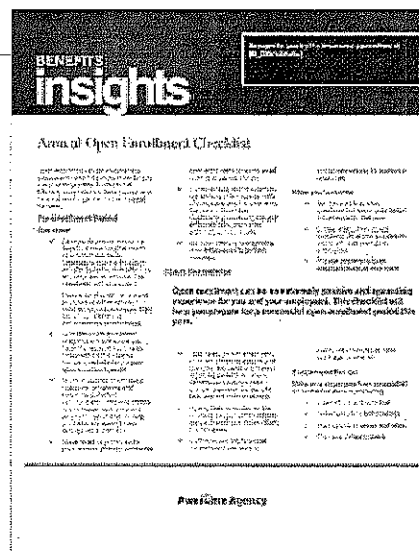
Learn about the requirements for grandfathered health plans and how to maintain that status.



## Custom Communications

We are committed to providing you with the highest quality employee communication and education materials – all customized to your organization's needs.

- ☐ Healthcare Reform
- ☐ Benefit Announcements/Education
- ☐ Benefit Statements
- ☐ CDHC
- ☐ Employer Education Articles and Newsletters
- ☐ Handbooks & Policies
- ☐ Health Awareness Newsletter and Payroll Stuffers
- ☐ HR Articles/Forms
- ☐ Live Well, Work Well
- ☐ Know Your Employee Benefits
- ☐ National Health Observances Calendar
- ☐ Prevention Newsletter
- ☐ Retirement



### A Healthier Thanksgiving

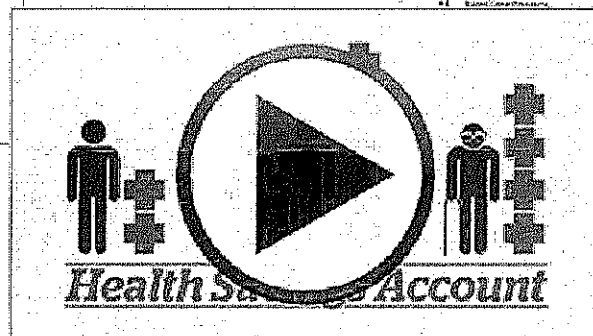
Thanksgiving is a time to reflect on the blessings of the year and to give thanks for the people and things that have made it possible. It's a time to pause and appreciate the good in our lives, and to share that appreciation with others. This year, let's make Thanksgiving a time to focus on our health and well-being. Here are some ideas to help you do that:

- **Take a break from the turkey.** Instead of a large, heavy meal, try a lighter, healthier option. Focus on lean proteins, whole grains, and plenty of fruits and vegetables.
- **Move your body.** Even a short walk after the meal can help with digestion and keep you energized for the rest of the day.
- **Practice gratitude.** Take a few minutes to reflect on the things you are grateful for. This can help reduce stress and increase feelings of happiness.
- **Spend time with loved ones.** One of the best ways to improve your health is by spending time with the people you love. Soak up the love and laughter of your family and friends.

**Ebola is not a respiratory disease like the flu, so it is not transmitted through the air.**

### Ebola Outbreak Reaches U.S.

The Centers for Disease Control and Prevention (CDC) has announced that the first case of Ebola virus disease has been diagnosed in the United States. The patient, a man who traveled from West Africa to the U.S., is currently in isolation at a hospital in Texas. CDC is working closely with state and local health departments to monitor for other cases and to provide information to the public. Ebola is a rare but deadly disease that is transmitted through direct contact with the blood or body fluids of an infected person. It is not spread through the air or by casual contact with an infected person.



## Custom Communications

Our Benefit Education materials help you announce and explain to employees how to use and get the most out of your company's benefits plans.

### Before You Go to the Doctor

1. Read your employee booklet **CAREFULLY** in English.
2. If you have any questions after reading your booklet, call **NUMBER: 888-555-4349**.
3. Make an appointment with the doctor of your choice.
4. Complete the **EMPLOYEE INFORMATION** card and bring it to the doctor's office on the day of your appointment.
5. If your doctor recommends treatment that is not covered by your plan, you will be responsible for the cost of the treatment.
6. You or your doctor must fill out the completed card.

**Allied Medical**  
1212 Sample Street  
Atlanta, GA 55555

Allied Medical will process your claims within 30 days.

The **State of Illinois**, Inc. is the dedicated and committed provider of health care services and general benefits information. Specific plan/benefit questions should be directed to the plan administrator.

Please continue to send your premium payments to:

**Allied Medical**  
1212 Sample Street  
Atlanta, GA 55555

**NOTE: YOUR PAYMENT MUST BE RECEIVED BY THE 15TH OF EACH MONTH OR YOUR COVERAGE WILL BE CANCELED.**

### Open Enrollment

The employee benefits open enrollment period is now open. Employee meetings will be held on **10/10/2011**.

Look for further information in each of your benefit plans. Enrollment forms to HR, Contact.

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## Employee Benefits Enrollment Guide

**PLAN YEAR | 2011**

## Employee Assistance Program (EAP)

Helping employees both at home and at work. When life's events remind all employees about our Employee Assistance Program. Counselors to counsel employees and their families in a safe, confidential way. All the information disclosed will remain confidential.

Employees are often stressed and that stress is not always obvious. But if not overwhelming it may be an indication of a serious medical condition. Make you aware of all the resources available to you through our EAP.

**Our EAP**  
123 Main Street  
Milwaukee, WI  
414-722-5555  
www.eap.usa

If EAP, please contact your Human Resources Department at ext. 1234.

Please be assured that all information provided to the EAP is confidential.

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### Notice

For the 2011-2012 plan year, the

How long of collection date?	10/10/2011
How long of collection date?	10/10/2011
How long of collection date?	10/10/2011
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the period in your plan/benefit document. Refer to the chart below for your applicable (b) (4) (b) (5) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

## Custom Communications

Letters, flyers, articles, payroll stuffers, posters and e-mails to help support your CDHC campaigns.

### HSAs

Health Savings Accounts

Brought to you by your insurance specialists

#### Understanding a Health Savings Account

What is a health savings account?

Commonly known as an HSA, a health savings account is a special type of savings account that you can use to pay for qualified medical expenses. It is set up by your employer or you, and the money is yours to use for qualified medical expenses.

Who is eligible for an HSA?

Anyone who is:

- Covered by a high deductible health plan
- Not covered under another health plan
- Not enrolled in Medicare or Medicaid
- Not eligible to be claimed as a dependent

What is a High Deductible Health Plan?

A High Deductible Health Plan is a type of health plan that has a higher deductible than a traditional health plan. It is designed to encourage people to take control of their health care costs.

Type of Coverage	Minimum Deductible
Individual	\$1,200
Family	\$2,400


How Does an HSA Work?

Part 1: Qualifying

Intended to cover routine and unexpected medical expenses

Part 2:


Pays for out-of-pocket costs



#### Health Reimbursement Arrangements

How does it benefit you?


- It is an account funded solely by your employer
- You can use the money to pay for qualified medical expenses
- Reimbursements may be tax-free if you are self-employed
- Any unused amounts in the HRA can be carried over to the next year
- You will become a vested owner of the HRA



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## HSAs

[Official Name] is pleased to now offer the option of a High Deductible Health Plan (HDHP) in conjunction with a Health Savings Account (HSA).

Why might an HSA be an excellent choice for you?

- **It saves you money.** Seventy-three percent of the population spends \$200 or less per year on health-related expenses. If you have a traditional health plan, your premium is basically throwing money out the window. HDHPs come with much lower premiums than traditional health plans, which means less will be deducted from your paycheck. Plus, HSAs are subject to a carry-forward, which means you may be able to accumulate funds for many medical expenses.
- **It's portable.** If you change jobs, your HSA account follows you.
- **It's a tax saver.** Contributions to your HSA are made with pre-tax dollars. Since your taxable income is decreased, you will pay less in taxes.
- **It allows for an improved retirement account.** Unlike a 401(k) plan, if you are 59½ or older, you can withdraw funds from the account at any time without penalty. If you are under 59½, you are allowed to make additional "catch-up" contributions to your HSA, and may do so until age 65.
- **It puts money in your pocket.** You never lose unused HSA funds at the end of the year. It always rolls over to the next year.

For more information about HSAs, contact Human Resources at (916) 684-1111.

### Health Reimbursement Arrangements

#### Health Care Consumerism - What You Need to Know

Health care costs in the U.S. continue to rise after a decade of unexpected growth. Many employers are looking for ways to encourage a healthier, more active workforce. One way to do this is to offer Health Reimbursement Arrangements (HRAs) to employees. HRAs are a type of health plan that allows employees to use pre-tax dollars to pay for qualified medical expenses. They are a great way to help employees take control of their health care costs.

#### HSA Contribution Rules

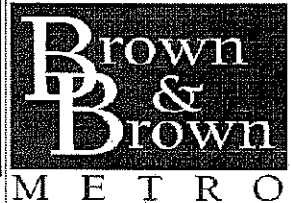
- Contributions to an HSA can be made by the employer or the individual, or both.
- If made by the employer, it is not taxable to the employee (excluded from income and wages).
- If made by the individual, it is an "above-the-line" deduction.
- Can be made by anyone on behalf of individual and deducted by the individual.
- Beginning in 2007, individuals can make a one-time transfer from their IRA to an HSA, subject to the contribution limits applicable for the year of the transfer.

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# Brown & Brown Insurance

## Custom Communications

We can help you create Benefit Statements and Total Compensation Statement .

### Your Total Compensation Partner

The collage illustrates the service of creating Total Compensation Statements. It includes a detailed sample of such a statement, a smaller version of the same document, and a large graphic featuring a smiling family with the text "TOTAL COMPENSATION STATEMENT" overlaid. Below the family image is the address: "ABC COMPANY, 123 Main St., Anytown, NY 12345".

Do your employees realize the true value of the benefits you provide?

## Custom Communications

We will help you develop a full employee handbook in which you can communicate your company policies and procedures.



### EMPLOYEE HANDBOOK

An Equal Opportunity Employer

A Manual of  
Employee Benefits and  
Personnel Policies

#### LEGAL DISCLAIMER TO USERS OF THIS FORM EMPLOYEE HANDBOOK

The materials presented herein are for general reference only. Federal, state or local laws or individual circumstances may require the addition of policies, amendments or individual policies and for the entire handbook to meet specific situations. Some government forms may be presented in altered size, font or format and may not, therefore, meet federal or state requirements. These materials are intended to be used only as guides and should not be used, adopted or modified without the advice of competent legal counsel.

These materials are presented, therefore, with the understanding that we are not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

#### Section 1: Welcome to the Company

The purpose of this handbook is to provide you with information about the policies and procedures that govern your employment with the Company. It is intended to be a guide to the policies and procedures that govern your employment. It is not intended to be a contract of employment. The Company reserves the right to modify or amend these policies and procedures at any time without notice.

Employees are prohibited from the following when reporting for work, while on duty, or during any other period of employment:

- The use of any substance that impairs judgment, such as alcohol or drugs, while on duty.
- The use of any substance that impairs judgment, such as alcohol or drugs, while on duty.
- Being under the influence of alcohol or drugs while on duty.

Any employee violating these prohibitions will be subject to disciplinary action, up to and including termination.

Any employee who violates these prohibitions will be subject to disciplinary action, up to and including termination. The Company reserves the right to modify or amend these policies and procedures at any time without notice.

Being under the influence of alcohol or drugs while on duty is prohibited.

Any employee who violates these prohibitions will be subject to disciplinary action, up to and including termination. The Company reserves the right to modify or amend these policies and procedures at any time without notice.

#### Section 2: Welcome to the Company



For your company, the handbook is a key communication tool. It provides a clear, concise, and consistent way to communicate your company's policies and procedures to all employees. It is a valuable tool for ensuring that all employees are on the same page and that the company's policies and procedures are clearly understood and followed.

When creating a handbook for your company, it is important to consider the needs of all employees. The handbook should be easy to read, understand, and use. It should be a valuable tool for all employees, not just a collection of rules and regulations.

We would be pleased to provide you with a copy of our handbook. It is a valuable tool for all employees, not just a collection of rules and regulations.

#### Employee Handbook Best Practices

1. Use clear, concise language. Avoid legal jargon and complex sentences.
2. Make the handbook easy to read and understand. Use a clear, concise, and consistent style.
3. Include a table of contents to help employees find the information they need.

## COMPLIANCE OVERVIEW



# Brown & Brown Insurance

## Custom Communications

Employee Educational articles, that Human Resources may distribute to their employees, covering hot benefit topics from CDHC and benefit costs to trends. Category includes:

- ☐ **Benefits Bulletin – quarterly newsletter**
- ☐ **Behind the Counter – quarterly pharmacy newsletter**
- ☐ **Benefits Buzz – monthly newsletter**

“Live Well, Work Well” flyer series focuses on health and wellness issues. Series also includes a monthly newsletter.

- ☐ **Teach employees how to live healthy lives**
- ☐ **Focus on preventive care**

We also offer a quarterly “Prevention” newsletter that focuses on specific prevention topics, such as weight loss, health care information on the Web, and drug/alcohol prevention.



## Custom Communications

### The Benefits of Youth Sports

*Physical, personal and social rewards for children*

For the health, skills and fun that youth sports provide, the benefits are many. In fact, the American Academy of Pediatrics (AAP) states that youth sports are one of the best ways to help children develop physically, mentally, socially and emotionally.

Physical benefits include improved cardiovascular fitness, increased muscle strength and endurance, and better coordination and balance.

Personal benefits include increased self-esteem, improved discipline, and the ability to set and achieve goals.

Social benefits include the opportunity to make friends, learn to work with a team, and develop leadership skills.

Finally, youth sports provide a fun and enjoyable way for children to spend their free time.

For more information on the benefits of youth sports, contact your local youth sports organization or the AAP.

**Physical benefits**

- Improved cardiovascular fitness
- Increased muscle strength and endurance
- Better coordination and balance

**Personal benefits**

- Increased self-esteem
- Improved discipline
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### Your Health Plan: Understanding Your Explanation of Benefits (EOB)

An Explanation of Benefits (EOB) is a statement that explains the reasons why a claim was paid or denied.

The EOB is sent to you by your health plan. It contains information about the services you received, the amounts paid, and the reasons for any denials.

Understanding your EOB can help you understand your health plan's policies and procedures, and it can help you resolve any disputes.

Key points to understand about your EOB include:

- The services you received
- The amounts paid
- The reasons for any denials

For more information on understanding your EOB, contact your health plan or a qualified professional.

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### Household Money and Energy-Saving Tips

There are many ways to save money and energy in your home. Here are some tips to help you get started:

**Energy-Saving Tips:**

- Turn off lights when you leave a room.
- Use energy-efficient light bulbs.
- Seal air leaks around windows and doors.
- Use a programmable thermostat.
- Wash clothes in cold water.
- Use a clothesline instead of a dryer.

**Money-Saving Tips:**

- Compare prices at different stores.
- Use coupons.
- Buy in bulk.
- Use a cash-on-delivery service.
- Shop online.

For more information on household money and energy-saving tips, contact your local utility company or a qualified professional.

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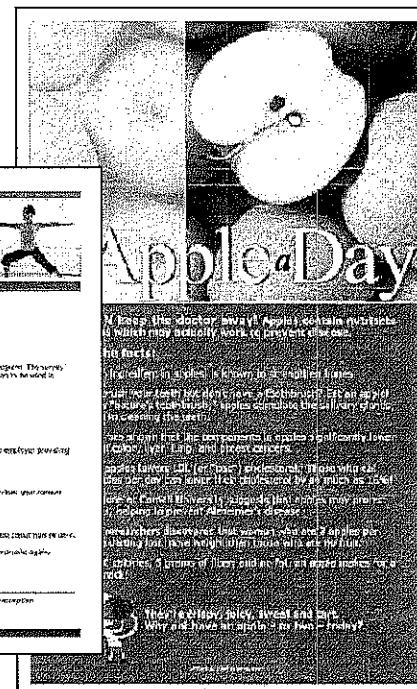
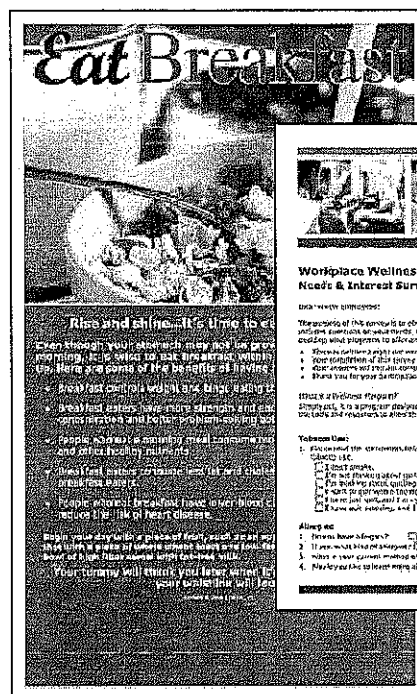
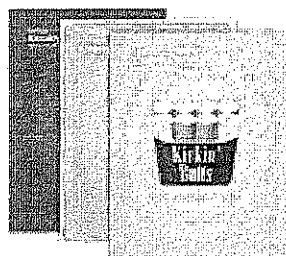
For more information on household money and energy-saving tips, contact your local utility company or a qualified professional.



## Wellness Strategies Communications

We are committed to keeping you and your employees informed. We can build and customize a wellness campaign specific to your employees' needs. Through our online services, we can deliver all payroll stuffers, posters, ready-to-use employee newsletters, and educational brochures on health & wellness designed to help you drive consumerism in your workplace. All materials are provided electronically free of charge. If printed mediums are required the actual costs of the printing and materials will be charged with no mark up in costs.

- ☐ Build a strategic wellness plan that incorporates specific goals and objectives.
- ☐ Help support the implementation of the wellness plan with specific resources and communication vehicles.
- ☐ Evaluate and refine your plan over time.
- ☐ Health Risk Assessments.





The first step in the process of creating a new product is to identify a market need.

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## 5 WAYS TO MAKE SPRING CLEANING PAY OFF



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[illegible]

此項工程，係由本局委託設計，現已設計完竣，即將開工。

various representatives coming from the same class in representation of policy and interest. You have to convert your private life, according to the needs of the State.

## New Faces

**STUDENTS**  
**TRIPLES**



**David  
McCarthy  
Executive  
Service**

**Gilbert**  
**Royce**  
**at Syracuse**

Please take time to say hello and welcome our newest additions to Ball's community.

### Recommended Links

1. 2010年10月1日起，凡在北京市行政区域内从事经营活动的纳税人，均应按照《北京市地方税务局公告2010年第11号》的要求，通过北京市地方税务局网站（www.bjtax.gov.cn）或北京市地方税务局办税服务厅，办理相关涉税事宜。

**Have Additional Questions?**

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

## Frequently Asked Questions

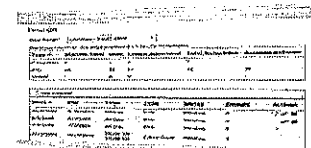
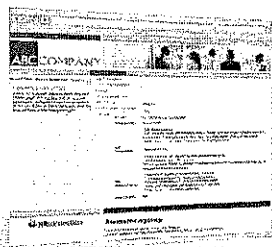
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## Custom Reporting

### EMPLOYEE VIEWS

Empower employees to manage personal information including the ability to:

- ☐ Add, review or update personal information
- ☐ Manage time-off requests and view a summary by type, such as vacation, personal or sick day
- ☐ Update life event changes such as beneficiary, dependent or marital status formation
- ☐ Manage and review benefit elections
- ☐ View both current and future personal elections throughout the year
- ☐ Participate in Open Enrollment



### HUMAN RESOURCES

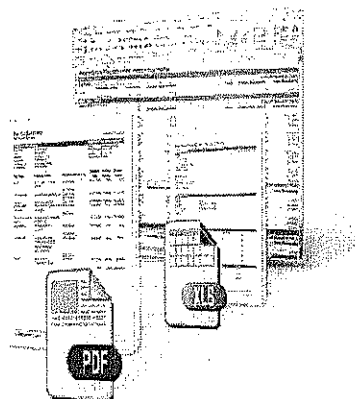
Helps you eliminate the need for distributing bulky and costly company materials and provide online access to career information to employees including:

- ☐ Handbooks
- ☐ Forms
- ☐ Directories
- ☐ Policies and procedures
- ☐ Career growth, job posting and training information
- ☐ Seasonal Announcements
- ☐ Wellness and Disease Management Campaigns

## Custom Reporting

### Election Reports:

- ☐ **Benefit Comparison Report** - Use this report to compare employee elections at two points in time
- ☐ **Carrier Extract Report** - Extract election information for submission to carriers
- ☐ **Census Report** - Create an employee census for any line of coverage
- ☐ **Election Changes Report** - Extract employee, dependent and plan information for employees whose elections changed due to life events, open enrollment or terminations
- ☐ **Elections Summary** - Create an election summary for an individual or all employees (available to employees in the benefit plans section of the portal)
- ☐ **Flexible Spending Report** - Extract annual and per pay period FSA contributions by employee



- ☐ **Payroll Extract Report** - Pull payroll information
- ☐ **Personal Instruction Sheet** - Generate a personal instruction sheet for employees to use during open enrollment and for employees who do not have access to the internet to make their elections
- ☐ **Plan Design Report** - Provides detailed information, including rates and benefits, on any of the plan offerings
- ☐ **Premium Report** - Reconcile a carrier's monthly billing
- ☐ **Projected 401(k) Premium Report**



# Brown & Brown Insurance

## Custom Reporting

Allows us to create personalized Web site that will allow Human Resources staff to effortlessly click, connect and communicate.

### **Collaboration Center**

Allows a seamless exchange of information sharing from our agency to you

### **Benchmark Surveys**

Participate in benefit plan surveys

### **Community**

Connect with other professionals in your field by entering group discussions, or post a message of your own

### **Benefit Plan Information Center**

View basic employee plan information online

### **Compliance**

Online guides to complex legislative topics

### **Documents on Command**

Instant access to a library of downloadable articles, brochures, forms and reports

### **Resources**

Links, articles and resources for a variety of topics

### **Health Shop**

A series of newsletters that will help educate you on the importance of making careful health care decisions



# Brown & Brown Insurance

## Data Mining

Our Health Plan Management Reports provides you with the following exhibits:


- ☐ Total Health Plan Costs
- ☐ Claims by Age
- ☐ Claims by Relationship
- ☐ Claims by Network/PPO Affiliation
- ☐ Inpatient and Outpatient Claims
- ☐ Claims by Place of Service
- ☐ High-Cost Claimants
- ☐ Claimant Distribution
- ☐ Top Hospitals
- ☐ Top Doctors and Clinics
- ☐ Inpatient Hospital Usage and Cost
- ☐ Inpatient Days/1000 and Payment/Day
- ☐ Maternity Usage and Cost
- ☐ Top Inpatient Surgery Procedures
- ☐ Top Outpatient Surgery Procedures
- ☐ Emergency Room Utilization and Cost
- ☐ Office Visit Utilization and Cost
- ☐ Chiropractic Utilization and Cost
- ☐ Inpatient Mental Health Utilization and Cost
- ☐ Outpatient Mental Health Utilization and Cost
- ☐ Claims by Major Diagnostic Categories
- ☐ Lifestyle-Related Claims
- ☐ Disease Management and Intervention Opportunities
- ☐ And many more!



Brown & Brown Insurance

# Compliance Solutions

- ☐ Administrative Service
- ☐ Document and Form Preparation
- ☐ Mega-Wrap or Wrap Document
- ☐ Plan Document and SPD
- ☐ IRS Form 5500 and Schedules
- ☐ Free PCORI Services
- ☐ Model Exchange Notice with complete instructions for preparation
- ☐ Summary Material Modification
- ☐ Summary Annual Report
- ☐ ERISA and Healthcare Reform Notices
- ☐ Healthcare Reform



**ERISAEdge**

**Make sure your benefit plans pass the test with ERISAEdge**

Many employees—and you may be one of them—don't fully understand Employee Retirement Income Security Act (ERISA), how it impacts business and employees, and the potential risks it poses.

**ERISA...It's the Law!**


ERISA is a federal law that regulates Group-sponsored benefits (also called "employee benefit plans"). Besides requiring the provision of specific Plan features and funding information, the law mandates employers to submit detailed reports to the government.

Employers face consequences for choosing Plan information to an eligible employer and all sponsors who administer ERISA plans must follow a strict fiduciary code of conduct.

You may be at risk and not even know it! Failure to comply with ERISA requirements can mean costly government penalties, even employees' lawsuits. Let ERISAEdge take care of all the necessary compliance, forms, and record keeping for you.

**ERISAEdge Delivers Compliance**

- Maintains all required records for the intended amount of time
- Provides instruction regarding required on-line recordkeeping
- Provides access to experienced employee benefits professionals
- Completes the required forms accurately and on-time
- Avoids litigation in the event that employee benefit plans are reviewed by the DOL
- Maintains comprehensive record keeping
- Provides toll-free customer service
- Promotes an Audit Guarantee
- Offers 35+ years of experience



TASC

www.tasc.com 1-800-222-2244 | info@tasc.com 1-811-222-2244



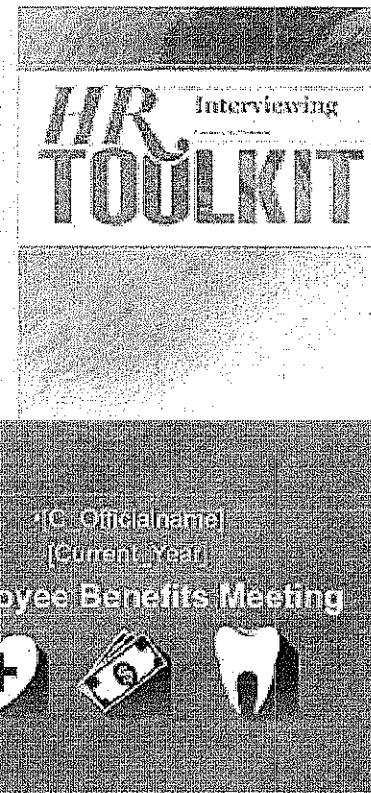
# Brown & Brown Insurance

## HR Workplace Services

Brown and Brown has teamed up nationally with HR Workplace Services, an HR Consulting firm based in Scottsdale, AZ. Through this partnership we are able to provide you with negotiated pricing to access their Advisory Services.

- ☐ Resolution Assistance in the event your benefits plans are reviewed by department of labor
- ☐ Maintenance of all required records for the mandated period of time
- ☐ Document Retention Requirements
- ☐ Guidance on document access and employee rights
- ☐ Online storage of plan documents
- ☐ Recordkeeping assistance
- ☐ Arranging provider visits
- ☐ Dedicated Customer Service

Additional Services can be purchased such as Wrap Documents, Handbook Review, ERISA Compliance Package, etc.







# Brown & Brown Insurance

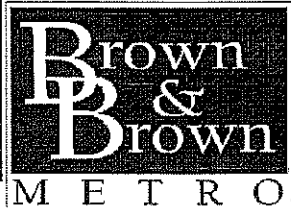
## Benefits Administration



- Online Enrollment
- Supports All Benefits
- Totally Paperless
- Employee Experience
- Built-In Communications
- Mobile App
- Carrier Connections
- Low Cost
- Integrated Concierge Service
- Navigating complexities of HR and benefits
- Handling the mess of paperwork that accompanies open enrollment
- Low levels of employee participation in benefits offered
- Giving employees an easy, streamlined benefits enrollment experience
- Dealing with employee questions about benefits throughout the year
- Improving employee health resulting in lower costs for the employer
- Engaging employees in actually using their benefits

Every organization should have access to an online system for employees to seamlessly enroll in and manage benefits. That's where Maxwell Health comes in! Maxwell takes you completely paperless and engages your employees with an awesome mobile app to access their benefits and stay healthy throughout the year.

Check out this 5-minute video to learn more:  
[www.maxwellhealth.com/about/video](http://www.maxwellhealth.com/about/video)

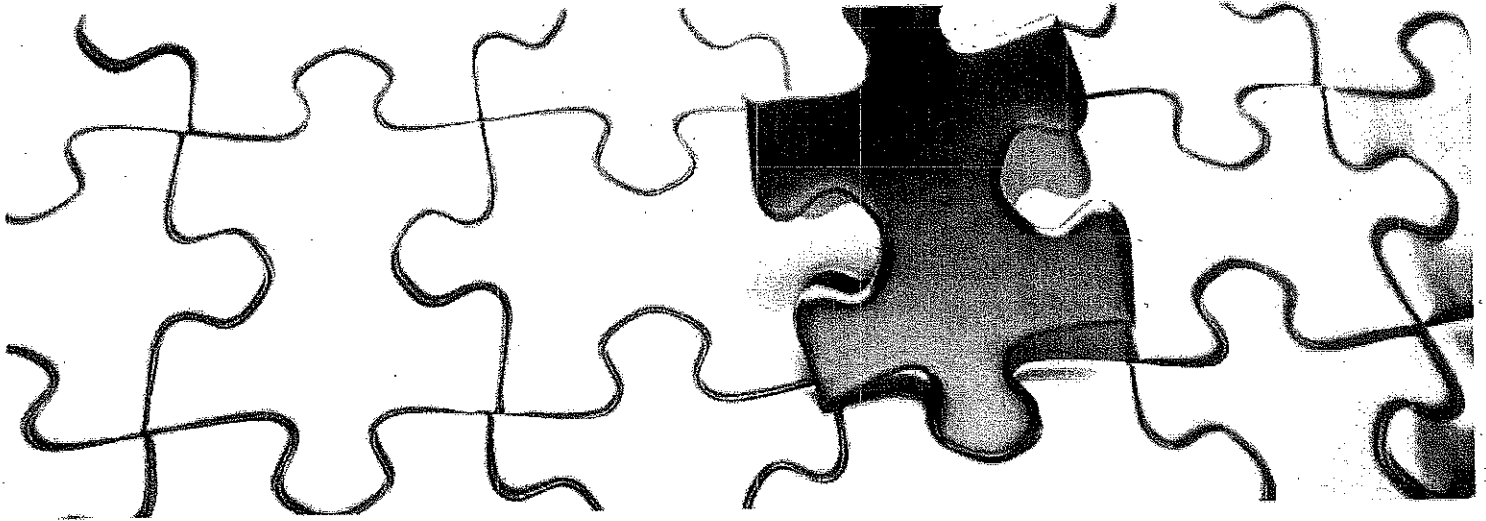


# Brown & Brown Insurance

## Sample Documents Table of Contents

- Health Care Reform: What Does it Mean for You?
- HR Q&A: FMLA Notice Requirements
- Compliance Steps for the Final HIPAA Rule
- Benefits Buzz
- Live Well, Work Well Newsletter
- Employee Handbook With Linked Table of Contents and Appendix
  
- Total Compensation Statement, Completed Sample
- Total Benefits Packet, Completed Sample
- An Employer's Guide to Promoting Wellness at the Workplace
  
- Weight-loss Winner: Employee Guide
- Plan Designs: Voluntary Benefits
- Understanding Voluntary Benefits

# **Employee Benefit Services And Capabilities**



Prepared for the City of Jersey City

## **REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE SERVICES TO BE AWARDED AS A CONTRACT FOR EXTRAORDINARY UNSPECIFIABLE SERVICES**

Presented by:  
Brown & Brown Metro, LLC.



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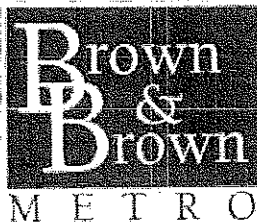
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## Executive Summary



Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 75 years of continuous service. Headquartered in Daytona Beach, Florida, Brown & Brown is publicly traded on the New York Stock Exchange (BRO) and has been included in Forbes' list of the "200 Best Small Companies in America". The company handles clients' premium in excess of \$1 Billion annually and has approximately 7,000 employees. While size is not the sole criteria for choosing an insurance agent, it does enable us to offer our clients clout in the marketplace and unmatched service capability.

Brown & Brown's clientele is as diverse as the American economy itself. Our clients include Manufacturing, Health/Medical, Retail, Construction, Marine, Transportation, High Technology, Financial, E-Commerce, Legal, Agricultural, Schools, Colleges and Universities, Golf Courses and Country Clubs, Governmental Entities, Aviation, Hotels, Motels and Resorts, Museums, Restaurants, Religious Institutions and many more.

Brown & Brown Metro, LLC located in Roseland, New Jersey has a staff of over 100 professionals. We have a reputation for excellence in the products and services we offer. We provide a full range of brokerage services including employee benefits, property and casualty, and financial and retirement products and services. In addition to our own professional staff and value-added services, our firm is able to provide a wealth of resources to our clients through prestigious national affiliations.

Our Employee Benefits team provides innovative solutions to our clients while keeping costs manageable in today's ever changing marketplace. Our teams of experienced industry professionals offer a complete spectrum of health benefits and insurance consulting. We can provide assistance in the areas of welfare benefits - medical, dental, prescription, vision as well as life insurance, disability benefits and retirement plans. Our department is committed to help clients make informed decisions based upon recommendations tailored to ensure success.

Brown & Brown Metro, LLC uses three core principles to manage your employee benefits plans: we provide professional value-added services based on strategic planning, five-star service and cutting-edge technology. The team of specialists that would be assigned to the City of Jersey City are dedicated, committed to meeting and exceeding the objectives put forth by the City of Jersey City. Our team consists of:

- **Dominick Cinelli, Executive Vice President**
- **Colleen Coyle, Group Benefits Practice Leader**
- **Karen Lewandowski, Account Vice President**
- **Karen Karsen, Account Manager**
- **Sondra E. Klarfeld, Claims Representative**

Brown & Brown Metro, LLC is able to offer a variety of medical plans, voluntary products, retirement planning services and other employee benefits plans from carriers and vendors across the United States. We specialize in evaluating, negotiating with, and recommending insurers and providers to our clients, and we employ rigorous selection criteria and performance objectives when considering a vendor.

Our agency also offers a variety of other professional services, including actuarial services, claims data analysis services, plan administration and legislative compliance assistance, custom communication offerings, Web-based human resources tools and access to specialized pharmacy benefits expertise.

This proposal outlines a specific course of action to meet employee benefits objectives, and further proposes a three-to-five-year strategic plan in which additional long-term objectives will be identified and prioritized.



## **Brown & Brown Metro, LLC**

### **Introduction and Background**

Brown & Brown Metro, LLC is built upon a tradition of integrity, industry leadership and excellence. We are committed to delivering tailored benefit solutions with thoughtful strategic planning, valuable professional services and technology-based solutions that result in sustained customer and employee satisfaction. Through initiative and follow-through, we help our customers find answers, implement solutions and anticipate consequences.

Brown & Brown Metro, LLC has assembled the finest staff of benefits professionals whose experience is matched by their intelligence and integrity. We further arm them with continuous education, training and cutting-edge technical resources. These highly specialized consultants have helped us build our reputation for excellence and fuel our growth.

This proposal for employee benefits consulting and brokerage services outlines our history, business philosophy and services as they relate to satisfying employee benefits objectives.

## **Areas of Specialization**

Brown & Brown Metro, LLC specializes in a wide variety of plan types and lines of coverage.

### **Medical Plans**

- Insured Indemnity Plans
- Point-of-Service (POS) Plans
- Health Maintenance Organization (HMO) Plans
- Preferred Provider Organization (PPO) Plans
- High-Deductible Health Plans (HDHPs)
- Self-Insured Plans
- Minimum Premium Plans

### **Other Employee Benefits Plans**

- Dental Plans
- Short-Term Disability
- Long-Term Disability
- Vision
- Group Life/AD&D
- Section 125 Plans
- Travel Accident
- Special Risk Coverage

### **Voluntary Products**

- Dental
- Vision
- Disability
- Life/AD&D
- Long-Term Care
- Group Auto
- Group Legal

### **Retirement Planning**

- 401(k)
- Pension/Profit Sharing
- Employee Education
- Consulting

## The Account Team

All Brown & Brown Metro, LLC clients are assigned to a team of specialists who are dedicated to serving their needs. Our professionals pride themselves on excellent service, and are dedicated to using their experience and expertise to meet our clients' benefits objectives. Your account team's goal is to help save money through proper implementation and management of your benefits programs, and they are committed to anticipating and fulfilling your needs and concerns.

The City of Jersey City will have access to our team of specialists and the resources they provide through a single point of contact, making working with our firm seamless and easy. Some of the general day-to-day services you can expect from your Brown & Brown Metro, LLC account team include the following:

- Coordination of all agency activities relating to the City of Jersey City's employee benefits program
- Communication with the City of Jersey City's human resources or benefits personnel regarding benefits program issues
- Plan design consultation
- Benefit and cost analyses
- Network disruption analysis
- Review and implementation of complete cost containment procedures where applicable
- Meetings with the City of Jersey City's management or benefits personnel as requested and at agreed-upon regular intervals
- Legal expertise from on-staff attorneys
- Actuarial services provided as needed
- Periodic review of market trends to ensure plan compliance
- Custom employee communications (discussed in detail later)
- Response to general inquiries from the City of Jersey City
- Resources for COBRA, Health Care Reform, ARRA, HIPAA, HIPAA Privacy, Section 125, FMLA and other compliance questions
- Resources for provider questions or issues
- Act as a resource for hardship provisions or late entrants
- Ensure implementation of policy changes with carrier(s)
- Request renewal with follow-up
- Renewal book with plan changes
- Plan alternatives with renewals
- Updated benefit comparisons
- Renewal contracts reviewed for accuracy
- Act as a resource for difficult claim situations
- Monthly and quarterly newsletters provided for The City of Jersey City's management and benefits personnel
- Enrollment coordination of employees and dependents
- Ongoing compliance assistance with state and federal mandates
- Benefits personnel education on new administrative procedures

## The Account Team

### Your Team Members

Our commitment to five-star service is made at all levels of our organization. The following individuals are dedicated to providing high-quality service for all of the City of Jersey City's employee benefits needs.

#### **DOMINICK CINELLI** *Executive Vice President*

Mr. Cinelli currently serves as Director of Risk Management, managing our affiliate entity, Risk and Insurance Consulting Services.

Mr. Cinelli has more than twenty years of experience in the risk management and employee benefits profession, including tenure as Director of Risk Management for New Jersey's largest municipality. In addition, he possesses extensive experience in the private sector areas of general liability, property and casualty, workers compensation, and employee benefits.

Mr. Cinelli has knowledge in all disciplines of risk management. Recent professional client responsibilities include the purchase, placement, and oversight of public entity programs for several leading municipalities and private sector clients in New Jersey. He consults with several Municipal Insurance Fund Commissions and has established safety/loss control committees for these clients, in addition to assisting with any renewals and procurement procedures. His professionalism continually allows his clients to enhance their coverages while benefiting from a competitive pricing environment.

Mr. Cinelli is active in and has been a Board of Directors member of the New Jersey Risk and Insurance Management Society and the New Jersey Public Risk and Insurance Management Association. He received his undergraduate degree from St. Peter's College and has a Master's degree from Fairleigh Dickinson University.

Mr. Cinelli and his family reside in Brielle Township.

#### **COLLEEN A. COYLE** *Benefits Practice Leader*

Colleen A. Coyle is a 20 year veteran of the employee benefits industry. Her current responsibilities include the development and performance of all sales and to oversee the Benefits Department. Prior to joining Brown & Brown Insurance in 2004, Ms. Coyle managed a national book of business, for Horizon Blue Cross and Blue Shield of New Jersey (Horizon BCBSNJ) worth over one-hundred million dollars.

Ms. Coyle embarked on her career in the health insurance industry in 1993, as a Provider Relations Representative for Horizon BCBSNJ and within eighteen months of joining Horizon BCBSNJ, she began working in the Major Accounts Market Sales Department as an Account Consultant. In 1998, Colleen was charged with managing her own clients and was then promoted to Account Manager. The Horizon BCBSNJ accounts managed by Colleen included public and private sector business, for groups with over 500 lives.

Colleen joined Brown & Brown Insurance in 2004 as an Account Vice President and her responsibilities included the provision of consultative services to both private and public sector accounts. Colleen's experience includes managing accounts with unique funding arrangements, benefit designs and ancillary product lines. Colleen has been highly praised for her solution oriented approach to solving the health insurance concerns all employers face today, as well as for aiding her clients in the development of affordable comprehensive employee benefit packages.

Colleen graduated from Ramapo College, Mahwah, New Jersey, with a Bachelor of Arts degree in Law and Society. Colleen holds a Life, Accident, Health, Sickness, Property and Casualty Insurance license with the State of New Jersey, State of Utah, State of Nevada, State of Pennsylvania, State of Maryland, State of Washington, State of New York and State of California.

#### **KAREN LEWANDOWSKI** *Account Vice President*

Karen A. Lewandowski recently joined Brown & Brown in February 2015. She is primarily responsible for the oversight of several key accounts within the public and private sectors to ensure client satisfaction and overall program value.

Her technical expertise reaches across the design, funding, administration and communication of employee benefit programs.

Karen came to Brown & Brown with 17 years of experience in the employee benefits field. The bulk of her career was spent with Willis, where she was most recently a Team Leader in their mid-market private sector practice. In addition to her client management responsibilities, Karen had oversight of a team of four consultants.

Karen began her career in the employee benefits consulting industry with Aon Consulting. While at Aon, she was able to develop her knowledge of employee benefits. In addition, she had the benefit of working on several large and demanding special projects, which allowed her to fine-tune her project management skills, while providing her with exposure to a diverse range of clients.

Karen graduated from Villanova University with a Bachelor of Arts degree, and holds her Life, Accident and Health licenses with the State of New Jersey. She currently resides in Warwick, New York with her family and several pets.

**KAREN KARSEN**  
**Account Manager**

Karen Karsen is an Account Manager with 20 years experience in financial consulting and over 8 years experience in the employee benefits industry.

Prior to joining Brown & Brown, Karen was an Account Manager at BGIA where she serviced both large and small private sector groups, as well as public entity clients. In addition to handling day-to-day client issues regarding claims, premium billing, benefits and eligibility, she was also responsible for providing clients with a detailed benefit analysis and marketplace assessment at policy renewal.

Karen also held the position of Sr. Sales Consultant at MetLife where she processed the implementation of healthcare policies sold to municipalities, hospitals and boards of education. She gained expertise in the small group insurance market in her position as Sr. Account Manager at ADP Insurance Agency.

Previous to this, Karen was Vice President of Client Services at The Halpern Group which specializes in the sales and service of structured settlement products. In this position she negotiated settlements for tort victims with major insurance carriers while building a strong relationship with clients.

Karen resides in Springfield, NJ and has a seasonal home in Toms River where she continues to assist Hurricane Sandy victims. She is actively involved in leading community efforts for future flood protection.

**SONDRA KLARFELD**  
**Customer Service Representative**

Sandra Klarfeld provides customer service support as providing resolution for claim issues within the benefits department of Brown & Brown Metro.

Prior to working at Brown & Brown she was a claims analyst at Bollinger Insurance. Before Bollinger Insurance she worked for Overlook Hospital/ Atlantic Health System as a Team Leader for 16 years.

Sandra attended Roger Williams College in Rhode Island graduating with a B.A. in Psychology. She holds a Health License in New Jersey. Sandra resides in Springfield, New Jersey with her husband Steve and two children Summer and Jesse.

## Public Sector: List of Clients

Brown & Brown Metro, LLC is proud to service the employee benefits needs of some of New Jersey's local government entities.

### COUNTIES

- County of Hudson
- County of Passaic

### MUNICIPALITIES

- Township of Berkeley Heights
- Borough of Bound Brook
- Borough of Demarest
- Borough of Dumont
- Township of Ewing
- Borough of Fanwood
- Township of Freehold
- Town of Guttenberg
- Borough of Keansburg
- Town of Kearny
- Township of Manalapan
- Township of North Bergen
- City of Paterson
- Village of Ridgewood
- Borough of South River

### BOARDS OF EDUCATION/VO-TECH'S

- Bergen County VoTech and Special Services School
- Beverly City Board of Education
- Bordentown Board of Education
- Camden City School District
- Florham Park Board of Education
- Guttenberg Board of Education
- Howell Board of Education
- Hudson County Schools of Tech.
- Knowlton Township Board of Education
- Lodi Board of Education
- Middlesex County Vo-Tech
- Passaic Board of Education
- Saddle Brook Public Schools
- Sussex Wantage Board of Education
- Sussex County Tech
- Westfield Board of Education
- Weehawken Board of Education

### MUA's, COMMISSIONS, ETC.

- Jersey City Employment & Training
- Jersey City MUA
- North Hudson Regional Fire and Rescue
- Passaic County Board of Social Services
- Passaic Valley Water Commission

## Private Sector: List of Clients

Brown & Brown Metro, LLC is proud to service the employee benefits needs of some of New Jersey's finest companies.

- Academy Bus Tours, Inc.
- Atlanta Corporation
- Atlantic Realty
- Berdon, LLP
- Bertram Associates
- Business Furniture Inc.
- Cinelli Iron & Metal, Co.
- Edison Radiology Group
- Fiesta Mart
- G&S Motor Equipment Co, Inc.
- IDT Corporation
- Medical Diagnostics
- Michael Graves & Associates
- Montclair Kimberly Academy
- Moriah School of Englewood
- Mound Cotton Wollan & Greengrass
- Mpowermed, Inc.
- Palm Tree Partners
- Playbill, Inc.
- Premier Orthopaedics
- Ray Catena Motor Car Corp.
- Revlon
- Romark Logistics
- R Square, Inc.
- S. Rothschild & Company
- The Frisch School
- Uchiyama America, Inc.

## **Brown & Brown Metro, LLC**

### **Professional Services**

Brown & Brown Metro, LLC uses three core principles to service and manage your employee benefits plans. We provide to our clients professional value-added services that are based on strategic planning, five-star service and cutting-edge technology.

#### **Strategic Planning**

We recommend that our clients make employee benefits management a strategic initiative. By defining objectives and developing an action plan based on meeting those objectives, we ensure an organized, comprehensive approach to fulfilling your benefits needs. Our careful strategic planning services include ongoing evaluation of all your plan's characteristics, such as access, service and price, to ensure a proper balance is achieved. Strategic planning also shields your plan from becoming obsolete as new trends and market factors emerge, and can help with budgeting and long-term cost management.

#### **Five-Star Service**

We pride ourselves on the level of knowledge and service we provide to our clients.

- *Contact:* We meet with clients regularly to ensure carriers, coverage and costs are meeting expectations.
- *Education:* We conduct employee meetings and provide custom communication materials for employees.
- *Advocacy:* We work on your behalf to bring an unbiased perspective to all situations, with no allegiance to any specific carrier or vendor.
- *Personnel:* We hire and maintain a professional, experienced staff and ensure that they are up to date on all the latest trends and information.
- *Information:* We possess the information and expertise that allow us to negotiate comprehensive, competitive benefits programs and we know where to find answers to your insurance, employee benefits and human resources questions.

#### **Technology**

We use leading-edge technology to provide our customers with the latest data analysis, as well as legislative, communication and human resources administration tools. Using powerful Web-based applications, we provide our agency staff and our clients with unsurpassed efficiency and access to information.

We offer professional services in the following areas:

- Plan Strategy
- Data Analysis
- Pharmacy Benefits
- Plan Administration and Legislative Compliance
- Employer Education
- Human Resources
- Employee Communications
- Wellness Services
- Marketing/Marketing Action Plan



# Plan Strategy Capabilities

Brown & Brown Metro, LLC offers the following services to help you offer competitive and cost-effective benefit plan designs:

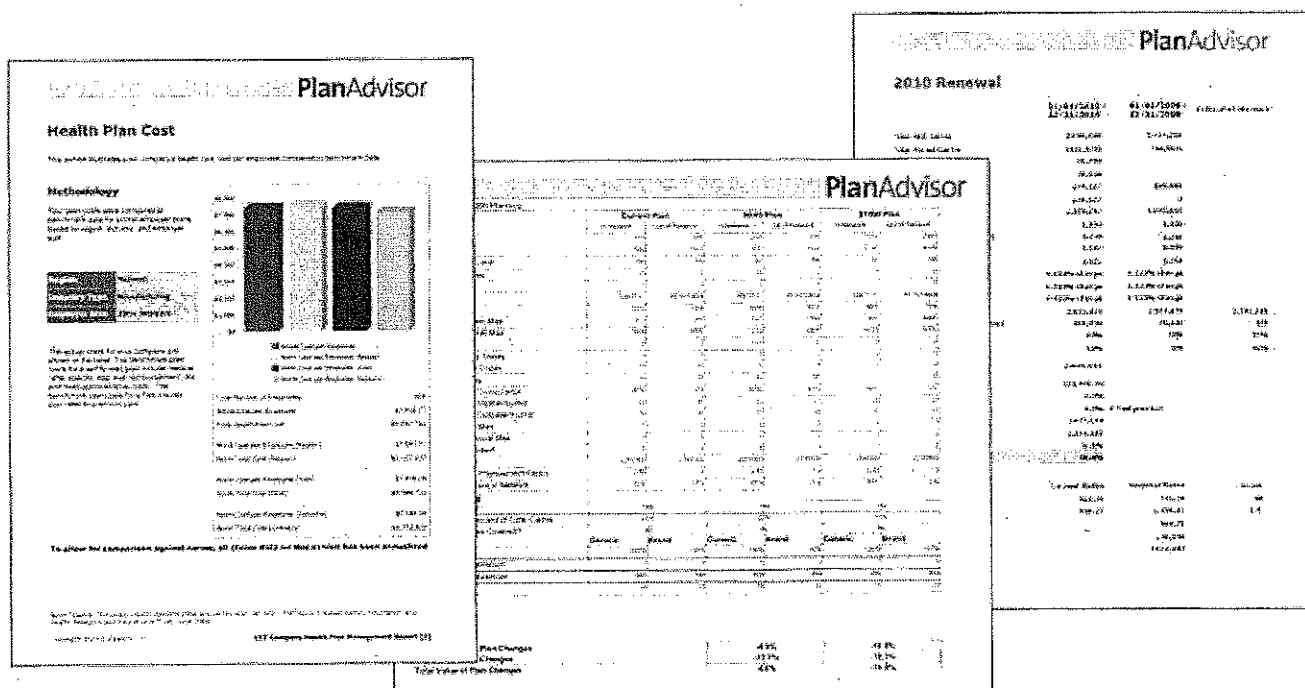
## Actuarial Services

Brown & Brown assists with actuarial calculations critical to your employee benefit plan. Brown & Brown can provide analyses and studies ranging from basic valuations to highly sophisticated long-range forecasts. By partnering with them, we go beyond standard solutions and deliver the maximum value for your benefit dollar.

## Plan Advisor®

**Eliminate guesswork from your benefits renewal process.** The tools available in Plan Advisor can help you make educated benefit plan decisions, balancing cost and value for your company and employees. With Plan Advisor, we can help you:

- Analyze your benefits plan costs and utilization against reliable benchmark information
- Project the impact of medical and dental plan design changes
- Estimate your renewal costs
- Streamline the plan selection process for your employees
- Compare yourself with other employers by region, size and industry



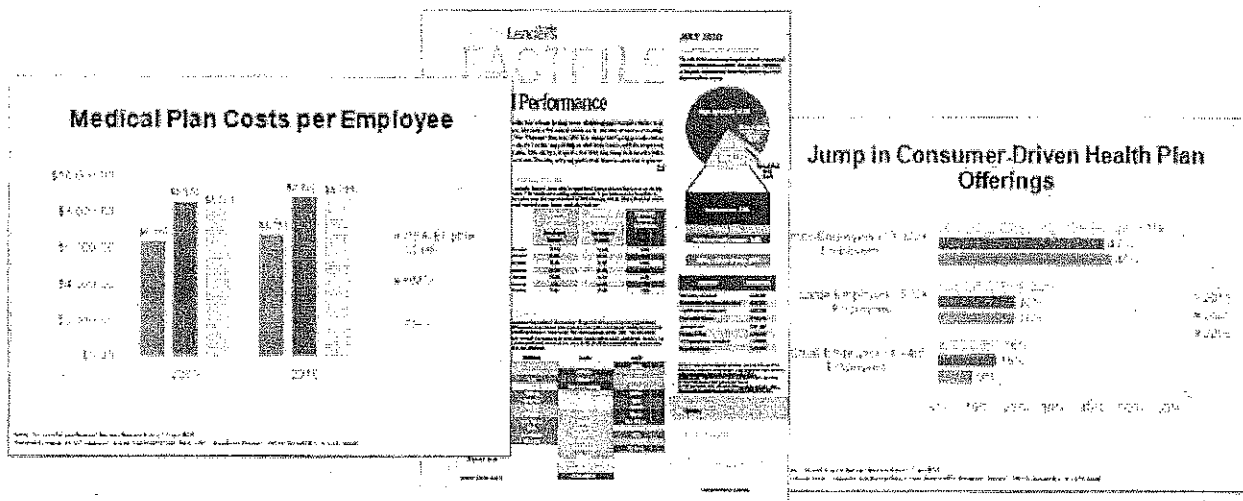
# Plan Strategy Capabilities

## Benchmark Surveys & Statistics

Our benchmarking data provides you a standard to which you can compare your benefit programs. We will make recommendations to help you enhance your plan while at the same time remaining competitive and reducing your overall plan costs.

Valuable benefit trend statistics and surveys are one of the core pieces of information that we provide to our clients to help support your benefit plan design strategy and decisions. These surveys and statistics provide benchmark data from leading consulting organizations around the country and cover the following topics:

- Ancillary Benefits
- Benefit Costs
- Benefit Management
- Health Care Costs
- Health Care Reform
- Health Plans
- Prescription Drugs
- Retirement Plans
- Wellness Benefits
- Paid Time Off Benefits



## Plan Design

We offer our clients plan design educational pieces so they are fully informed when considering their design options.

### Plan Design

**Net Prescription Medical Expenses**

Net Prescription Medical Expenses are the total amount of prescription drug costs paid by the employer and the employee. This includes the cost of the drug, the cost of the copayment, and the cost of the coinsurance. The net prescription medical expense is the total amount of prescription drug costs paid by the employer and the employee, minus the cost of the copayment and the cost of the coinsurance.

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### Plan Design

**Health Savings Accounts**

Health Savings Accounts (HSAs) are a type of savings account that can be used to pay for qualified medical expenses. HSAs are owned by the individual and the funds can be used for a wide range of medical expenses, including deductibles, copayments, and coinsurance. HSAs are a valuable tool for managing healthcare costs and can provide a significant source of funds for paying medical expenses.

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## Data Analysis

Brown & Brown Metro, LLC has managed medical benefits programs for hundreds of employer groups in an effort to keep costs below comparable levels experienced by other employers. Our aggressive management technique includes a number of internal medical management and preventive health initiatives.

As the health care industry continues to change, our firm has remained ahead of the game. With leading-edge technology, we are able to obtain meaningful information that helps us evaluate cost drivers, trends and savings opportunities associated with our clients' benefits plans. In addition, we work to evaluate the impact of various plan management initiatives and forecast the impact of future plan changes.

We provide employer groups with tools that will provide consistent year-to-year data, easy-to-read reports and comparative benchmarks. This highly meaningful yet understandable information enables us to work together with your data in a continuous, interactive manner as plan management issues arise.

### **Our Approach to Meeting Your Needs: Decision Master® Warehouse**

Years of experience and extensive research into the needs of our clients led to the development of Decision Master Warehouse — a medical claim decision support system that significantly impacts the way traditional health care claims information is viewed and utilized.

# DecisionMaster® WAREHOUSE

### What is Decision Master Warehouse?

Decision Master® Warehouse (DMW) is an Internet-based decision support system for managing group medical plans. DMW lets us detect problems with medical utilization or plan cost, isolate the root causes of problem areas and create money-saving solutions.

### What can Decision Master Warehouse do for?

- Help determine the root causes of medical cost and utilization problems
- Offer a sophisticated plan modeling tool to help measure the impact and effectiveness of plan design changes
- Benchmark your claims experience against nationally recognized norms
- Provide complex information in an easy-to-use and understand format
- Help you formulate cost-cutting strategies to implement in your workplace

### Quality Versus Quantity

The benefits manager of a Fortune 500 company was quoted in *Business & Health* as saying,

*"Any benefits manager can relate to the problem. The attempt to control corporate health costs invariably is stymied by the lack of meaningful information. It's not a problem of quantity, but the quality of the data that are available."*

# Data Analysis

## Components of Decision Master® Warehouse (DMW)

Thanks in part to technological and operational advances, claims administrators are typically able to capture and report on volumes of claims data. Claims data can be provided in numerous ways but reports are typically cumbersome, lack a meaningful benchmarking process, and are difficult to extract valuable information from without considerable additional effort and analysis. Benefits managers are challenged to derive value from a vast and complex array of reports, and find it difficult to use the information to help their companies positively impact benefits costs.

Unorganized data from too many different sources makes it impossible to clearly focus on areas of high utilization and cost. DMW lets us take the opposite approach. One of the primary goals of the DMW system is to simplify the typical reporting process and extract meaning from your group's claims experience.

Before looking at the details, DMW lets us see the big picture. For example, the DMW process allows us to see if various cost and utilization areas are abnormally high by first comparing data to nationally recognized norms. After this high level observation is made, we can then determine why the situation exists and begin formulating solutions.

With the help of Decision Master® Warehouse, you can get the quality information you need to refine your medical benefits plan design strategies and make smarter decisions. With information at its core, DMW provides a structured insight into your plan, and drives long-term strategies that will shape your health plan design and employee communication efforts.

## Health Plan Management Reports

DMW is based on a philosophy of structured information and formative analysis. The Health Plan Management Report is designed to provide with information and analysis we can use to develop broad observations and cost-saving strategies. Regional and state normative measures of health plan cost and utilization are core components of the report. Benchmarks identify where plan use or cost is higher than average, and offers the platform from which productive plan design alternatives can be examined.

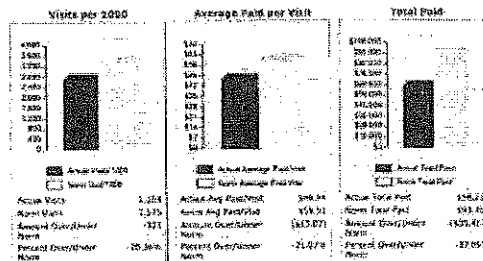
Each DMW Health Plan Management Report contains over 70 easy-to-read and comprehensive exhibits. Nearly every exhibit contains descriptive and engaging charts to make the data easier to understand, as well as benchmark comparisons, advice for comprehending the data and suggestions on where to look for more detail.

## Office Visits

This analysis defines office visit utilization as the number of instances your company's plan participants visited a clinic or office of a physician/professional for outpatient treatment.

### Methodology

General office visits are defined by the occurrence of "office visit" or "consultation" procedure codes. Procedures are those codes for an office visit or consultation of type from the visit table.



### For More Information...

- Use Drill-Down to analyze what factors are driving cost and utilization. For example:
- Build the Office Visit Cube to sort by provider or ICD-9 Major Diagnostic Category.
- Use Interactive Modeling to evaluate the effect a plan design change could have on cost or members in this area. For example:
- Change the off-in-network rate compared the change in plan payment.

## Data Analysis

The Health Plan Management Report exhibits include:

- ✓ Total Health Plan Costs
- ✓ Health Plan Cost Trend by Month
- ✓ Total Medical Claims Costs
- ✓ Medical Claims Costs by Relationship and Place of Service
- ✓ High Cost Claimants
- ✓ Inpatient Analysis
- ✓ Inpatient and Outpatient Surgery Procedures
- ✓ Emergency Room Visits
- ✓ Office Visit Utilization
- ✓ Inpatient Behavioral Health Utilization
- ✓ Outpatient Behavioral Health Utilization
- ✓ Claims by Major Diagnostic Categories
- ✓ Lifestyle-Related Claims
- ✓ Wellness Visits
- ✓ Disease Management

DMW also offers an Rx Management Report, covering topics such as paid summary, PMPM, total member cost share, retail vs. mail service, brand vs. generic utilization, high cost claimants and more.

### Drill Down

DMW uses state-of-the-art online analytical processing known as OLAP. This powerful querying engine formulates your data into robust "cubes" that allow it to be viewed in limitless variations. DMW's Drill Down can answer nearly any question you have about claims experience, including:

- Why are my office visits so high? Who's going to the doctor? Why are they going? Are they using in-network or out-of-network providers?
- Do my high-cost claimants represent long-term chronic conditions? Or were they caused by accidents?
- Why are my members using the emergency room so frequently? Who's using the ER the most — employees, spouses or dependents? Are they using it appropriately?
- What does my group's experience show about disease management? What types of diseases should our communication pieces focus on?

Not only can we answer these questions and more using Drill Down, but also we can find answers without knowing how to program or use a complex report-writer. The Drill Down viewing tool makes use of intuitive, drag-and-drop technology, allowing us to easily manipulate the data. Drill Down even allows us to create ad hoc charts and graphs for any exhibit.

Brown & Brown Metro, LLC uses Drill Down to analyze the following categories:

- ✓ Claims History
- ✓ High Cost Claims
- ✓ Inpatient and Outpatient Hospital
- ✓ Inpatient and Outpatient Surgery
- ✓ Inpatient and Outpatient Behavioral Health
- ✓ Chiropractic Care
- ✓ Emergency Room
- ✓ Lifestyle Claims
- ✓ Major Diagnostic Categories
- ✓ Place of Service
- ✓ Disease Management
- ✓ Pharmacy Utilization
- ✓ Specialty Drug
- ✓ Drug Utilization
- ✓ Therapeutic Class/Drug
- ✓ And more!

## Data Analysis

### Plan Design Modeling

The Decision Master<sup>®</sup> Warehouse claims analysis process is designed to help save benefit dollars by making plan design decisions that are based on observable claims experience. You should expect that any plan design changes you make will have a desirable financial outcome.

Our goal is to clearly present plan savings projections in a realistic format, based on your company's actual claims experience. DMW's Plan Design Modeling feature lets us do just that.

Once we isolate problem areas using Drill-Down, Plan Design Modeling lets us focus on solutions. DMW's modeling feature lets us experiment with plan design alternatives and see if plan changes can save you money. The advanced modeling capabilities even show how plan members would be affected by a particular plan change.

DMW allows us to model your plan based on a variety of plan elements, including:

- Calendar year deductibles, coinsurance and out-of-pocket maximums for both in-network and out-of-network claims
- Office visit copay, deductible and coinsurance
- Inpatient hospital copay, deductible and coinsurance
- Outpatient hospital copay, deductible and coinsurance
- Inpatient surgery copay, deductible and coinsurance
- Outpatient surgery copay, deductible and coinsurance
- Chiropractic copay, deductible, visits and coinsurance
- Emergency room copay, deductible, visits and coinsurance
- Urgent care copay, deductible and coinsurance

With Plan Design Modeling, Brown & Brown Metro, LLC can examine where needs for possible plan changes are. We can determine the financial impact of a particular plan change, and understand how employees will be affected by that change based on the historical data being modeled against.

### DecisionMaster

DecisionMaster - City of Jersey City Health Plan

Plan Name: City of Jersey City Health Plan

Plan Type: Self-Insured

Plan Year: 2014

Plan Design: 100% Employee, 0% Employer

Plan Details:

- Calendar Year Deductible: \$1,000
- Coinsurance: 80%
- Out-of-Pocket Maximum: \$5,000
- Office Visit Copay: \$20
- Inpatient Hospital Copay: \$100
- Outpatient Hospital Copay: \$50
- Inpatient Surgery Copay: \$100
- Outpatient Surgery Copay: \$50
- Chiropractic Copay: \$20
- Emergency Room Copay: \$20
- Urgent Care Copay: \$20

### Actuarial Modeling

Plan Element	Current Plan	Proposed Plan	Impact
Calendar Year Deductible	\$1,000	\$1,000	\$0.00
Coinsurance	80%	80%	\$0.00
Out-of-Pocket Maximum	\$5,000	\$5,000	\$0.00
Office Visit Copay	\$20	\$20	\$0.00
Inpatient Hospital Copay	\$100	\$100	\$0.00
Outpatient Hospital Copay	\$50	\$50	\$0.00
Inpatient Surgery Copay	\$100	\$100	\$0.00
Outpatient Surgery Copay	\$50	\$50	\$0.00
Chiropractic Copay	\$20	\$20	\$0.00
Emergency Room Copay	\$20	\$20	\$0.00
Urgent Care Copay	\$20	\$20	\$0.00
Total Impact			\$0.00

### Summary

We believe that the best decisions regarding the City of Jersey City's health plan design will be based on careful observations of trends, utilization patterns and normative comparisons over multiple years. We are confident that our claims data analysis services will help us produce the results necessary to meet your employee medical benefits objectives and help you strategically manage costs.

# Pharmacy Benefits Services

## Our Understanding of Your Needs

Pharmacy benefits have become one of the most high-profile areas of employee health plans, from both an economic and a member desirability and satisfaction standpoint. What's more, the pharmacy arena is highly complex, and many brokers do not have the time or special expertise needed to give their clients' pharmacy benefits the attention they need. Brown & Brown Metro, LLC is a rare exception.

## Our Approach to Meeting Your Needs: ZywaveRx™

ZywaveRx™ was formed by leveraging the buying power of a nationwide network of employee benefits brokers, including Brown & Brown Metro, LLC

# ZywaveRx™

ZywaveRx lets you compare your current pharmacy benefits manager to the national leading PBMs – Express Scripts. With ZywaveRx, our firm can provide you with access to exclusive, extremely favorable terms for your pharmacy benefits.

The highlights of the ZywaveRx program include zero dollar administrative fees, low dispensing fees, deep pharmacy discounts and aggressive rebates. Using ZywaveRx's exclusive online savings calculators, Brown & Brown Metro, LLC can compare your current PBM with Express Scripts to determine the most cost-effective program for you.

Prescription Drug Program Savings Analysis  
Prepared For: Typical Company  
500 Members, 230 Employees

**zywaveRx**

Pricing Components	
<b>Selected Pharmacy Network</b>	
Brand PBM Discount	50%
Generic ASP/MAAC Discount	45%
Brand Dispensing Fee	\$ 2.25
Generic Dispensing Fee	\$ 2.25
<b>Mail Service Pharmacy</b>	
Brand ASP Discount	20%
Generic ASP Discount	50%
Brand Dispensing Fee	\$ 1.00
Generic Dispensing Fee	\$ 1.00
Claim Processing Fee	\$ 0.55
Refill	\$ -
Mail Service	\$ -
<b>Prescription Rebates</b>	
Rebate Per Paid Claim	\$ 1.00
Max Rebate Per Paid Claim	\$ 2.25

Total Number of Paid Claims		4,203
<b>Rebate</b>		
Brand	2,301	
Generic	1,634	
Partially Mail Service		
Ingredient Cost	\$	78.77
Average Mail Service Generic		
Ingredient Cost	\$	16.71
<b>Mail Service</b>		
Brand	738	
Generic	48	
Average Mail Service Brand		
Ingredient Cost	\$	301.89
Average Mail Service Generic		
Ingredient Cost	\$	51.07
<b>Prescription</b>		
Brand	2,301	
Generic	4,203	
Mail Service	4,203	

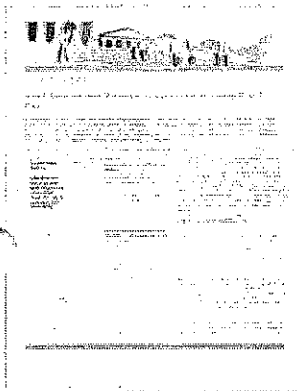
Pricing Components		Total Cost					
<b>Selected Pharmacy Network</b>							
Brand PBM Discount	50%	\$	2,000.00	\$	0.00	\$	10,000.00
Generic ASP/MAAC Discount	45%	\$		\$	1,216.37	\$	1,371.99
Brand Dispensing Fee	\$ 2.25	\$	1,202.25	\$	1,172.85	\$	1,433.73
Generic Dispensing Fee	\$ 2.25	\$		\$		\$	
<b>Mail Service Pharmacy</b>							
Brand ASP Discount	20%	\$	1,358.07	\$	2,363.27	\$	3,015.82
Generic ASP Discount	50%	\$	182.07	\$	148.78	\$	152.14
Brand Dispensing Fee	\$ -	\$	214.64	\$	234.40	\$	255.97
Generic Dispensing Fee	\$ -	\$	55.21	\$	71.21	\$	77.70
<b>Claim Processing Fee</b>							
Brand	\$ -	\$	2,356.13	\$	2,307.43	\$	2,728.17
Generic	\$ -	\$	110.40	\$	123.73	\$	141.79
<b>Prescription Rebates</b>							
Rebate Per Paid Claim	\$ 1.00	\$	9,350.04	\$	11,237.88	\$	10,201.09
Max Rebate Per Paid Claim	\$ 2.25	\$	1,237.88	\$	1,237.77	\$	1,416.10
<b>Administrative</b>							

## Plan Administration and Legislative Compliance

There are countless rules and regulations governing employee benefit plans. Our expert team will help ensure that you are meeting your compliance obligations. We stay up to date, and will inform you of any laws or regulations that may affect your employee benefit program. Our compliance consulting services include:

- Easy-to-read *Legislative Briefs* that summarize recent federal legislative developments in insurance and employee benefits.
- Answers to common COBRA, FMLA, Health Care Reform, HIPAA, HIPAA Privacy, Medicare Part D and Section 125 questions.
- Commonly used forms in COBRA, FMLA, Health Care Reform, HIPAA, HIPAA Privacy, Medicare Part D and Section 125 administration.
- State-specific compliance materials, including COBRA, FMLA, disability laws, state mandates and more.
- A community of knowledgeable colleagues from all over the country to share resources and information via an online interactive forum.

Our firm is committed to helping you with complex plan administration and legislative compliance, using a variety of internal and external resources.



### Legislative Briefs

Our firm is happy to provide our clients with the *Legislative Brief* publication that summarizes recent federal legislative developments in insurance and employee benefits. These informative documents are researched and written in an easy-to-read manner by experienced benefits attorneys.

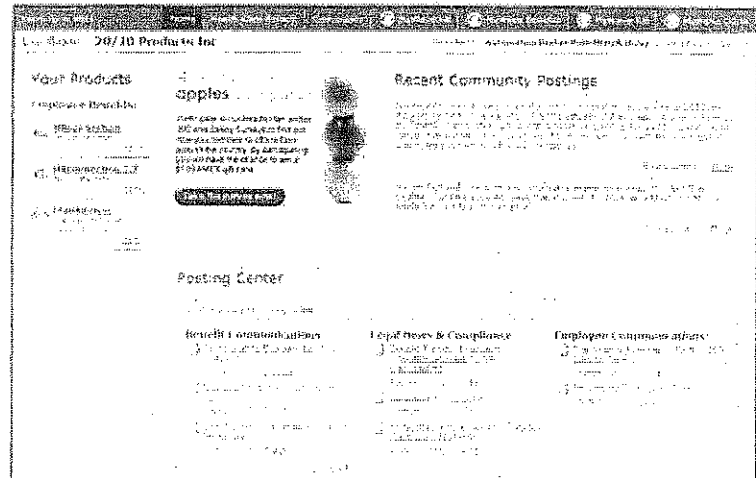
**MyWave® Portal** All Brown & Brown Metro, LLC clients receive access to a personalized online portal, which is designed to offer time-saving tools and resources that build convenience into managing your everyday work tasks.



## Plan Administration and Legislative Compliance – Client Portal

### Community

The Community section lets Brown & Brown Metro, LLC's clients' network with a vast, knowledgeable group of colleagues from all over the country to share resources and information; this allows you to post questions to peers and provide insight to other's questions. Topics include Benefits Legislation, Compensation, Employee Relations, Health Care Reform, HR Development, HR Management Topics, Recruitment, Risk Management, and Other Topics.



### Posting Center

The Posting Center allows a seamless exchange of information sharing from our agency to you. Accessible 24/7, postings from our agency are timely, relevant and easy to locate in one convenient place online.

### Surveys

The Client Portal allows all clients to participate in benefit plan surveys, allowing them to determine how their plans and programs compare to other employers across the country. The Client Portal also features several value-added services and resources for the City of Jersey City's human resources and benefits personnel. It facilitates efficient and easy communication between us and our clients, and provides a vast array of material to support HR needs, such as legislative information, employee communications, industry-related websites and consumer-related information.

### Resources

The Resources section supplies our clients with a variety of insurance, employee benefits, and human resources websites and articles, all in one convenient location.

### Compliance

Legislative Guides give our clients an exclusive set of comprehensive guides to federal legislation. Complete guides include COBRA, FMLA, Health Care Reform, HIPAA, HIPAA Privacy, Medicare Part D and Section 125. Within each guide, sections include Common Questions, Forms and Quick Reference.

### Documents on Command

Documents on Command provides our firm's clients with instant access to a library of downloadable articles, including topics such as Wellness Program Tools, Human Resources, Employer Education, Benefit Announcements, Employee Communication & Education, and Benchmark Surveys & Statistics.

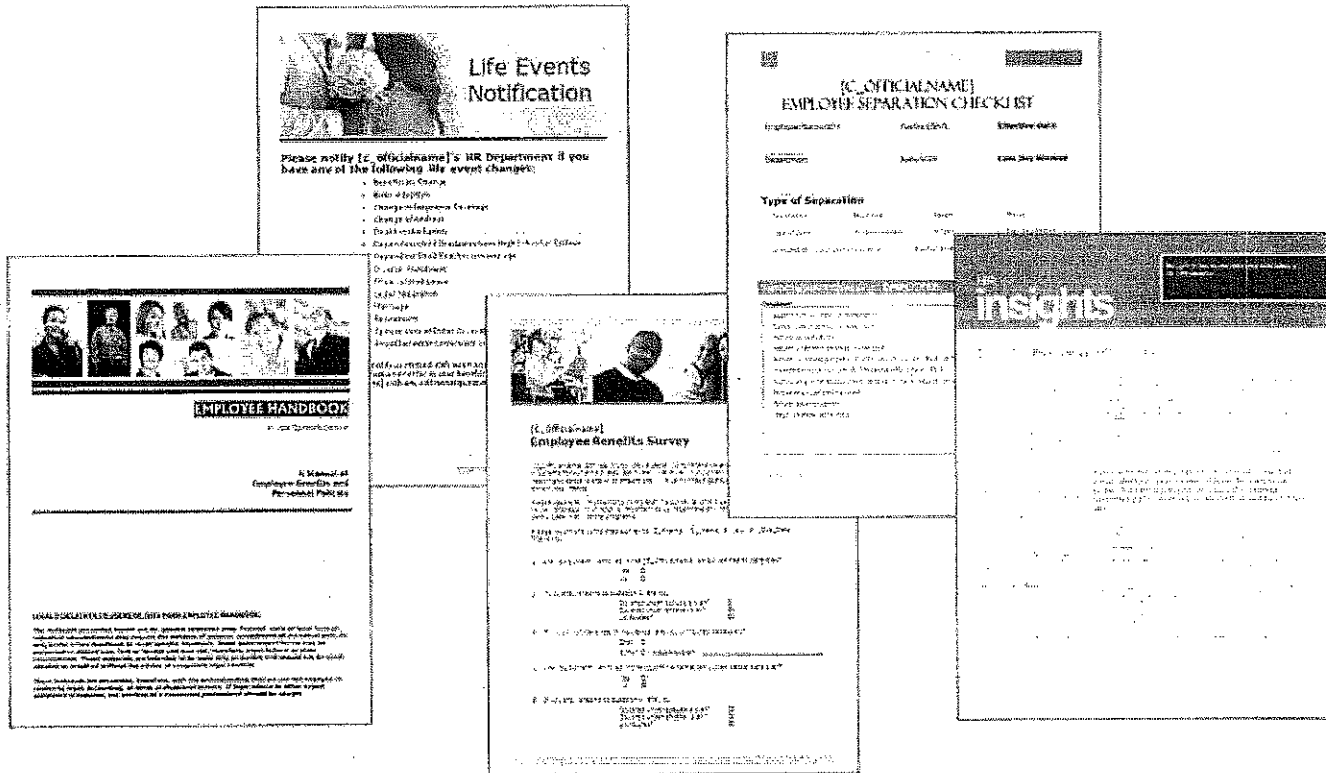
### HealthShop

Our firm provides our clients with *HealthShop* – comprehensive consumer information in a ready-to-print newsletter format. Topics include At the Doctor's Office, At the Pharmacy, Home Care and Your Health Plan.

# Human Resources Tools

Human resources are a vital aspect of any organization and we know that HR personnel can become overwhelmed by their range of responsibilities. Brown & Brown Metro, LLC is dedicated to offering solutions for your organization's human resource challenges. Our services include:

- Clarification and advice on compliance with laws governing employment such as FMLA, ADA and EEO
- HR tools such as employee surveys, checklists, letters, employment applications and forms
- Employee communications, covering important HR topics and legislation that affects them
- Employee Handbooks and Policies
- Benefit statements to help employees realize and appreciate the full value of their compensation
- Information and tools to support your recruiting, retention and termination needs
- Surveys, advice and informational articles about measuring and improving employee satisfaction and engagement
- Enrollment support tools, including education materials for you and employees, and necessary forms, tools and communications
- A community of professionals to discuss your day-to-day human resource challenges



# Human Resources Tools

## Rconnection®

Often it can be more difficult to deliver the message than it is to create it and we realize that many employers are seeking a more efficient means of communicating information to their employees. Whether you're struggling to reach a decentralized group of employees, looking to reduce your reliance on paper or your HR department just needs additional support, we have a solution. Our firm can provide a Web-based employee communication portal that will help you increase productivity, streamline your HR processes and enhance your employee communication initiatives.

HRconnection® is a complete online employee communication tool that lets employers manage and communicate important company information in one secure location. Employees can access your company history, policies and procedures, human resources and benefits forms, vacation tracking, online benefits elections and more. Plus, mobile access makes it easy to connect with employees anytime, anywhere.

**BELL Corporation**

Welcome to the Bell Corporation HRconnection portal. This is your central hub for all employee information, including company policies, benefits, and HR forms. Please log in to access your account and view the latest updates.

**Quick Links:**

- Employee Self-Service
- Benefits Administration
- Time & Attendance
- Performance Management
- Training & Development
- Compensation & Payroll
- Health & Safety
- Legal & Compliance

**Featured Content:**

Join us for our annual company retreat on September 15th. We will be celebrating our 50th anniversary and looking forward to a successful future. Please contact your manager for more details.

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**BELL Corporation**

**Still Have a Question?**

If you have additional questions that have not been addressed by the information on this page, please contact [hr@bellcorp.com](mailto:hr@bellcorp.com).

**Policies and Procedures**

- [General Workplace Policies](#)
- [Employee Handbook](#)
- [Employment Agreement](#)
- [Equal Opportunity Policy](#)
- [Employee Privacy Policy](#)
- [Anti-Harassment Policy](#)
- [Code of Ethics](#)
- [Safety & Health](#)
- [Travel & Expense](#)
- [Time & Attendance](#)
- [Compensation & Payroll](#)
- [Benefits Administration](#)
- [Performance Management](#)
- [Training & Development](#)
- [Legal & Compliance](#)

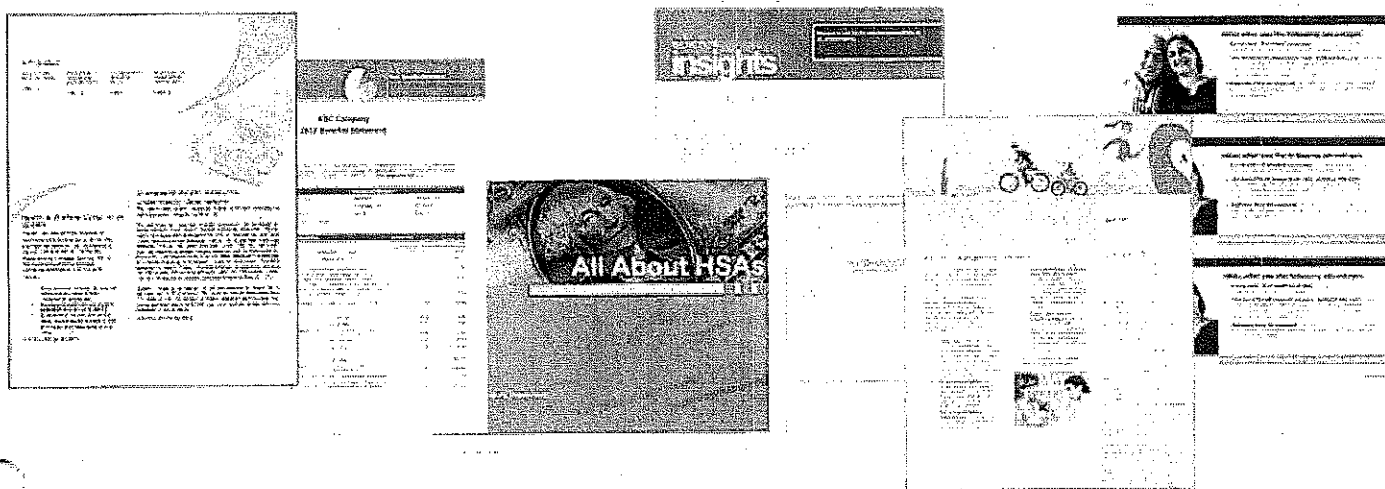
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## Custom Employer/Employee Communications

Understanding the complexity of employee benefits plans is a challenge even for experienced benefits managers. Employers must keep abreast of constantly changing trends, laws and other regulations. Meanwhile, employees need to fully understand their benefits in order to be wise consumers and understand the value of their "hidden paycheck." Unfortunately, most employers have limited resources in this area.

The Brown & Brown Metro, LLC team will educate you on important issues while helping you tackle your mounting employee communication challenges. With strategic planning and thorough understanding of your communication objectives, we provide custom communication materials that will help your employees understand their plans and the issues influencing your benefits decisions.



### Benefits Announcements & Educational Material

You'll have access to article, flyers, payroll stuffers, posters and e-mails used to announce benefit changes, introduce new benefits or plans, and help employees understand and use certain benefits.

### Benefit Statements

Our offerings include benefit statement items such as a summary of an employee's benefits package, showing overall compensation including salary and benefits.

### Consumer-Directed Health Care (CDHC)

We provide everything you need, including letters, flyers, articles, payroll stuffers, posters and e-mails to help support your CDHC campaigns, including educational and promotional materials for you and your employees. Whether you are implementing an HSA or HRA, or just want to promote consumerism among employees, we can provide resources.

### Employer Education Articles and Newsletters

Access educational articles to help you understand hot benefit topics, including CDHC, benefit costs, industry trends and more. Plus, we offer a quarterly *Benefits Bulletin* newsletter, a quarterly pharmacy benefits newsletter and a monthly one-page *Benefits Buzz* newsletter highlighting timely HR and benefit news.

### Handbooks & Policies

We can provide a full employee handbook as well as individual policies that you can give to your employees to communicate important company policies and procedures.

# Custom Employer/Employee Communications

## Health Awareness Newsletter

A monthly customized two-page newsletter is perfect to continually educate and inform your employees on various health and wellness topics.

## Health Awareness Payroll Stuffers

These payroll stuffers focus on a single health or wellness topic and provide an efficient way to support employee wellness on a regular basis.

## Know Your Employee Benefits

The *Know Your Employee Benefits* series provides your employees insight and information about insurance and employee benefits topics. These articles help your employees become more knowledgeable about their benefits, and can serve as a foundation for your ongoing employee communication campaigns.

## Live Well, Work Well

Brown & Brown Metro, LLC offers a *Live Well, Work Well* series that focuses on health and wellness issues. The flyers offer valuable tips and information about fitness, nutrition, safety, overall health, medical issues and more for employees and their families.

## National Health Observances Calendar

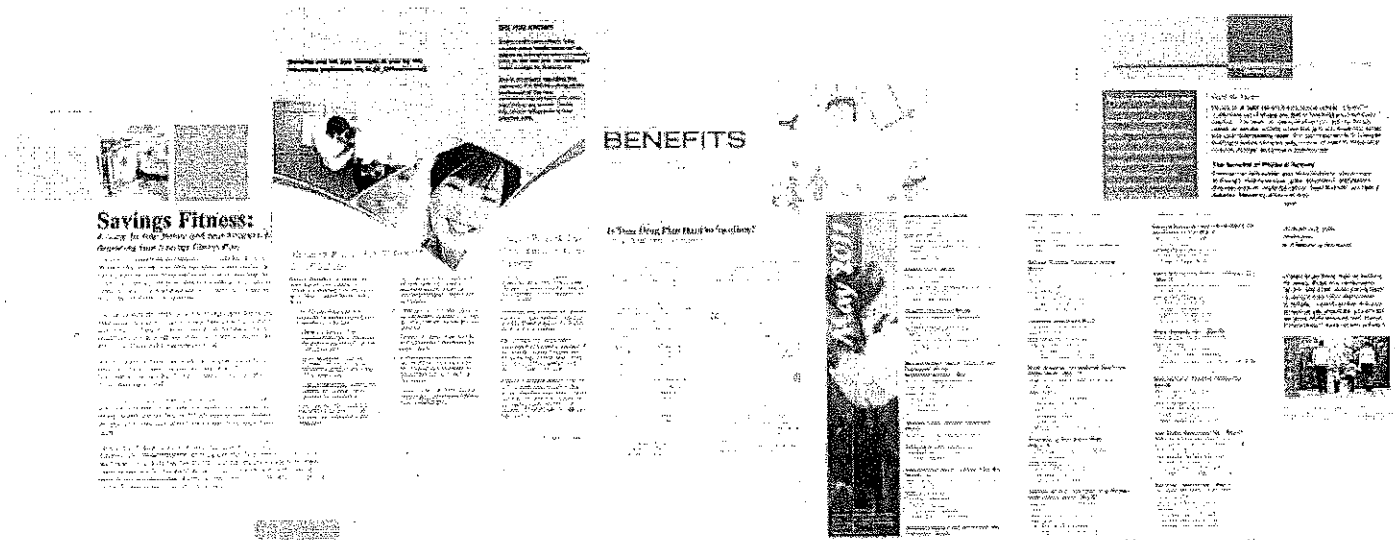
The calendar allows you to educate and inform your employees on wellness issues throughout the year by supplying you with national health observances each and listings of corresponding *Live Well, Work Well* flyers.

## Prevention Newsletter

This employee newsletter focuses on prevention topics such as obesity, fad diets, and drug and alcohol prevention for kids.

## Retirement

The documents included in our *Savings Fitness* and *Know Your Retirement Benefits* series will help your employees prepare for their retirement, learn more about their finances and develop smarter financial habits. Plus, we offer *Plan Sponsor* educational articles to help employers understand their legal obligations as a retirement plan sponsor.



## Wellness Services

Wellness benefits refer to the education and activities that a workplace may implement to promote healthy lifestyles for employees and their families. Examples of wellness programming include health education classes, subsidized use of fitness facilities, internal policies or activities that promote healthy behavior, and any other activity, policy or environmental change that affects the health of employees.

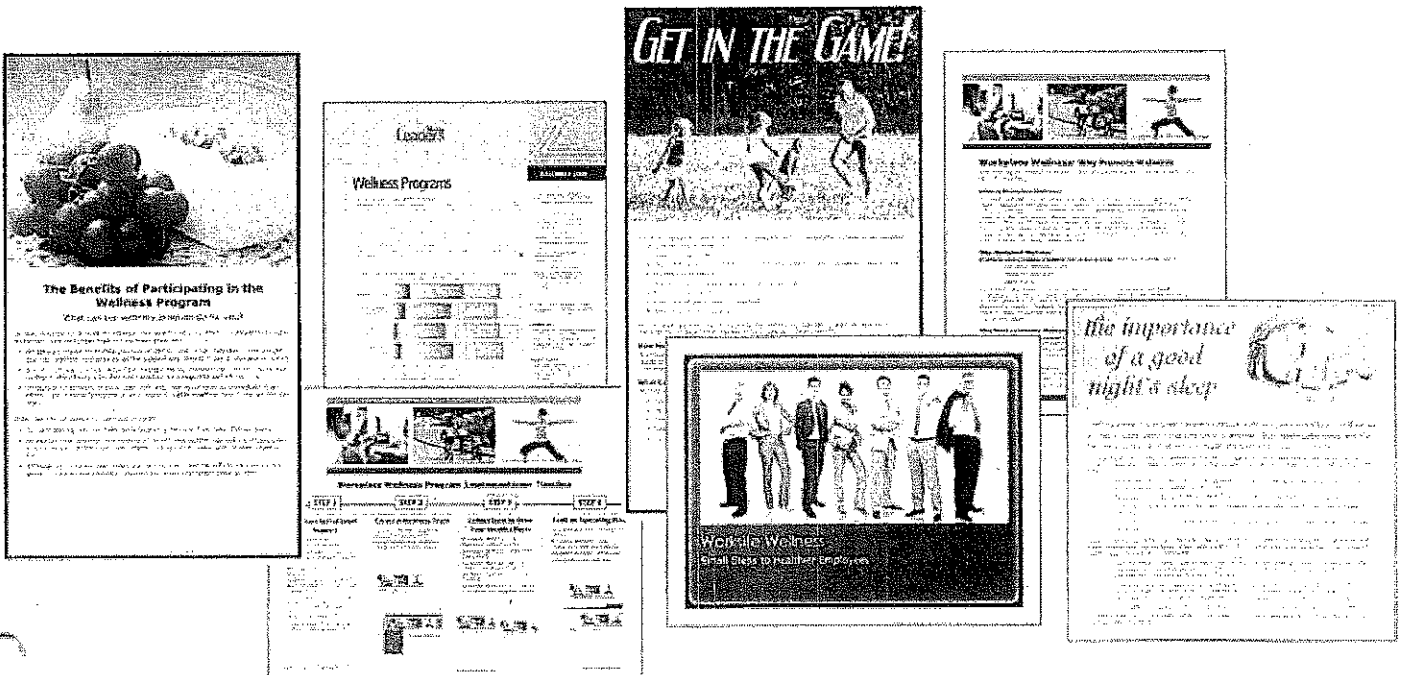
At Brown & Brown Metro, LLC, we can help you design and implement a simple or complex wellness program. Many programs require a minimal investment of time and money. More substantial programs require more resources, but the long-term return on your investment will outweigh the costs.

A wellness program will impact your company's bottom line by:

- Helping control rising health care costs
- Increasing employee productivity
- Increasing employee morale
- Decreasing absenteeism

We can build and customize a wellness program specific to your employee's needs and health care data and will deliver the tools you need to get a successful wellness program off the ground. We will help you:

- Gather claims data, employee feedback, health risk assessment aggregate results, prescription drug utilization, culture audit and other pertinent data. From this data we will make some recommendations regarding the types of programs you will want to offer.
- Build a strategic wellness plan that incorporates specific goals and objectives.
- Help support the implementation of the wellness plan with targeted resources and communication vehicles.
- Evaluate and refine the plan over time.



## Marketing

In addition to general day-to-day services, Brown & Brown Metro, LLC will release a Request for Proposal to the marketplace in order to review all of your vendor options now and at renewal. We specialize in evaluating, negotiating with and recommending insurers and providers to our clients. Our position in the marketplace allows us to enjoy preferred financial arrangements with insurance vendors and third-party administrators across the United States. We actively cultivate long-standing relationships with major carriers, and those relationships allow us to negotiate aggressively and obtain cost-effective proposals for our clients.

As we negotiate with vendors, we will also examine your loss history, establish the necessary types of coverage consistent with your risk tolerance, choose carriers that provide superior services, and adopt the optimal funding mechanisms for your specific needs.

We have established rigorous selection criteria for potential vendors and recommend a selection based on the following considerations.

### Critical Vendor Selection Criteria

- Overall service and quality
- Experience in administering network-based programs
- Commitment to continuous quality improvement processes
- Experience in administering multiple option health programs
- Quality of communication materials (e.g., booklets, EOBs, etc.)
- Effective administration procedures (e.g., coordination of benefits, subrogation, etc.)
- Responsiveness of group representative
- Cost efficiency
- Responsiveness to client feedback
- Professionalism of response to RFP
- Willingness to adapt to changing needs and circumstances
- Adequate staffing ratios
- Superior network coverage in relation to location of The City of Jersey City's employees

## Marketing

We also evaluate vendors for other performance objectives and incorporate these objectives into the service agreement.

Activity	Suggested Objective
Delivery of renewal information	Employee satisfaction
Claim turnaround time	90% in 10 calendar days
Claim processing standards	Financial accuracy*: 99% Payment accuracy*: 98% Coding accuracy*: 97%
Internal audits	Quarterly reports
External audits	As needed
Updated eligibility information	Within 5 work days of receipt

Activity	Suggested Objective
Updated network provider file	Within 10 work days of receipt
Availability of general service representative	As needed
Delivery of management reports	Standard reports: within 1 week of request Custom reports: within 2 weeks of initial request or as agreed upon
Telephone responsiveness	Call abandonment rate: <5% Average speed to answer: 90% within 30 seconds
Personnel changes	Notification before changes
Employee satisfaction	Survey results (to be determined)

### \*Definitions

*Financial accuracy:* Total amount of claims dollars paid correctly, divided by the total claims dollars paid.

*Payment accuracy:* Total amount of checks issued for the correct dollar amount divided by the total number of checks issued.

*Coding accuracy:* Total number of claims processed without a coding error (i.e. any inaccurate entry of information that does not result in a payment error), divided by the total number of claims processed.



## **Marketing Action Plan Steps 1 - 4**

### **Step 1**

- Request claims by location from current vendors
- Analyze claims data to identify utilization trends
- Prepare and present utilization data report with plan design recommendations
- Model plan design changes to provide cost differentials (if applicable)
- Prepare summary of current employee provider usage
- Prepare network evaluation based on utilization data and available networks

### **Step 2**

While completing the activities described in Step 1, above, Brown & Brown Metro, LLC will perform a complete market study to determine the best possible insurance and/or administrator vendors for the City of Jersey City. The market study will entail the following activities.

#### **Planning Phase/Meeting**

- Identify/introduce team members
- Establish communication channels
- Determine the City of Jersey City's satisfaction with current service
- Determine the City of Jersey City's expectations for future service
- Determine the City of Jersey City's specific objectives for an insurer or administrator
- Determine project scope
- Discuss timeframe
- Review fixed costs
- Review current carrier financial information (experience and rate guarantee)
- Determine stop-loss insurance to include in RFP
- Identify information needed in RFP

#### **Information Gathering**

- Determine missing information
- Request missing information
- Acquire historical claims data
- Acquire and review summary plan descriptions
- Acquire and review plan document(s) and amendments
- Acquire and review rate, benefit and financial histories

#### **Develop RFP Specifications**

- Inventory current services provided
- Review contractual obligations of current vendors
- Finalize list of desired vendor services
- Determine other bidding requirements
- Review and prioritize bid specifications

## **Brown & Brown Metro, LLC Information Sheet**

Brown & Brown Metro, LLC

56 Livingston Avenue

P.O. Box 369

Roseland, NJ 07068

Telephone: 973-549-1900

Fax: 973-549-1000

### **Primary Contact:**

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Fax: (973) 549-1007

E-mail: [ccoyle@bbmetro.com](mailto:ccoyle@bbmetro.com)

### **Secondary Contact:**

Name: Dominick Cinelli

Telephone: (973) 549-1967

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E-mail: [dcinelli@bbmetro.com](mailto:dcinelli@bbmetro.com)

Brown & Brown Metro, LLC is a publicly held organization and considers all information contained herein to be proprietary.

## **Brown & Brown Metro, LLC**

### **Professional Services Literature/Samples**

We have included additional literature regarding our Professional Services offerings. Please find information on the following services for review at your convenience.

#### **Brown & Brown Metro, LLC Agency Literature**

Decision Master® Warehouse Decision Master Warehouse Fact Sheet

PlanAdvisor® PlanAdvisor Fact Sheet

Client Portal MyWave Portal and MyWave HR Client Fact Sheet or Client Portal Fact Sheet

HRconnection HRconnection Fact Sheet

ZywaveRx ZywaveRx Fact Sheet; ZywaveRx Sample Savings Calculator

In addition, please find the following sample custom communications:

- **Legislative Brief:** *Top 10 COBRA Mistakes and How to Avoid Them*
- **Benefits Announcements & Education:** *Employee Benefits Enrollment Guide*
- **Live Well, Work Well:** *What Are Your Numbers?*
- **Prevention Newsletter:** *Everyday Health and Wellness*
- **Wellness Workplace Wellness** - *Designing the Healthy Vending Machine;*

Decision Master Warehouse

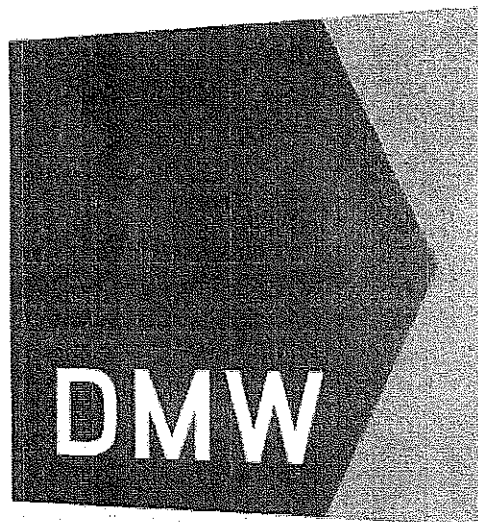
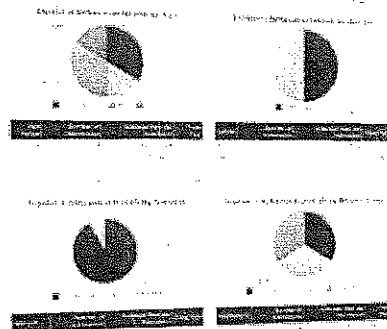
## Turn health care data into bottom-line savings

Health Plan

Chiropractic

Inpatient Behavioral Health by Demographic

Health Plan  
Chiropractic  
Inpatient Behavioral Health by Demographic



### Does your broker provide reliable health care benchmark data?

We can show you how your group's health care claims compare to industry and regional norms, to identify cost and utilization disparities.

### Where are the cost drivers in your group's health spending?

Our sophisticated analytics helps us dig deep into your real claims data, to isolate specific cost drivers that we can address with targeted solutions to help manage high health care costs.

### Do you have the tools you need to make educated plan design decisions?

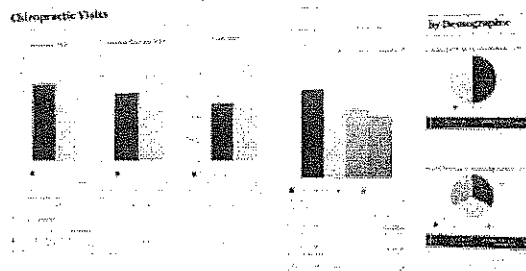
Altering plan design is one strategic solution we can implement after analyzing your data, but we take it one step further. With our plan modeler, we let you "test drive" potential changes, so you can see the impact of a change—before making any decisions.

# Turn health care data into bottom-line savings

## Management Report

*This easy-to-read report benchmarks your data against national norms from Truven Health Analytics and Kaiser Family Foundations, and breaks down comparisons by region, industry and company size. Explore data comparisons such as:*

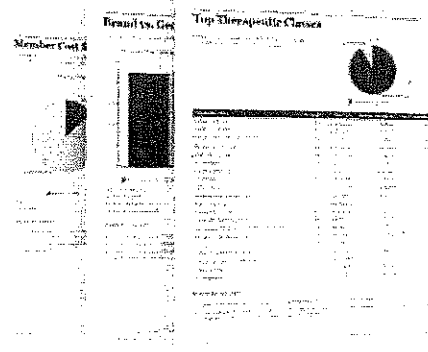
- Total Health Plan Costs
- Inpatient and Outpatient Claims
- Emergency Room and Office Visit Utilization and Cost
- Claims by Major Diagnostic Categories
- Wellness
- And many more



## Prescription Management Report

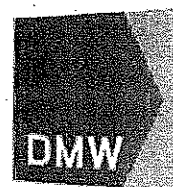
*We also offer a prescription drug analysis report, to help us assess whether your costs are appropriate and where problem areas may exist. Among the categories analyzed are:*

- Paid Summary
- Total Member Cost Share
- Mail Service Utilization
- Brand Name vs. Generic Utilization
- And more



## Multiproject Reporting

*The Multiproject Reporting function allows us to compare up to four different data sets. We can track data trends from year to year, or compare between multiple divisions or locations to isolate disparities. We've found this useful for strategic long-term planning and evaluation.*



# Turn health care data into bottom-line savings

## Ad Hoc Analysis

*This sophisticated analysis feature allows us to get to the source of problem areas, to help you implement targeted solutions to lower costs. Find health and Rx plan answers such as:*

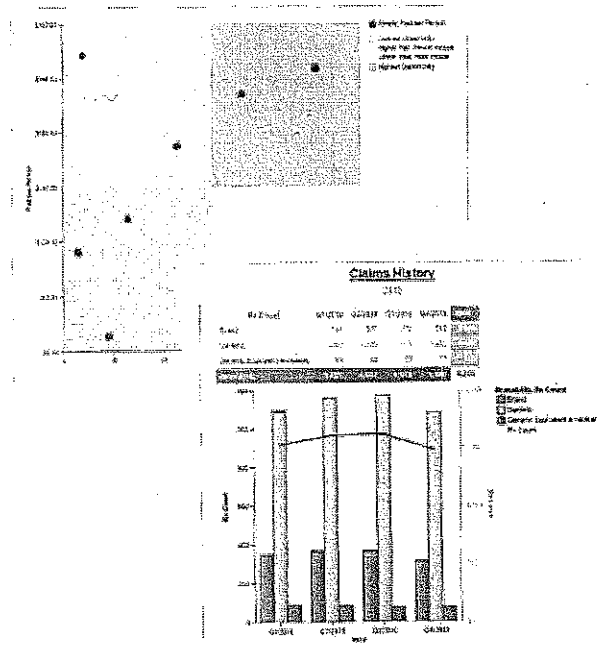
*Who is going to the doctor? Are they using in-network or out-of-network?*

*Who is using the ER most, employees, spouses or dependents? Why is usage so high?*

*Who is utilizing mail-order vs. traditional pharmacy?*

*What is the cost differential?*

*How often are generics being utilized when available?*



## Alternative Plan Modeling

*After identifying cost drivers, you may want to tweak your plan design. The modeling feature helps us try out plan design alternatives to see how changes would impact both your budget and your employees.*

*Try out different copay or deductible amounts, for instance, or model an entirely new plan, such as an HSA-style plan.*

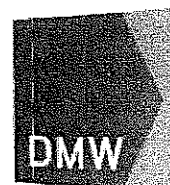
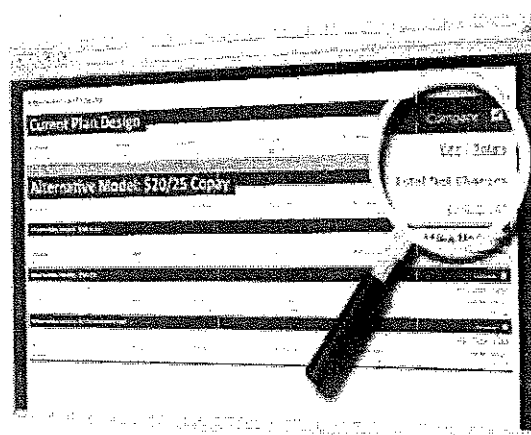
## Disease Profiler

*Using reliable data from Truven Health Analytics, the Disease Profiler can show average costs of claims by disease category. With this tool, we can help you:*

*Predict future costs and budget*

*Negotiate more accurate rates with stop-loss carriers*

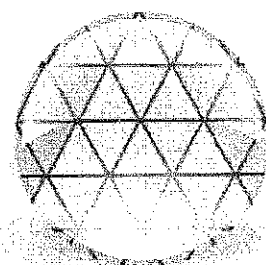
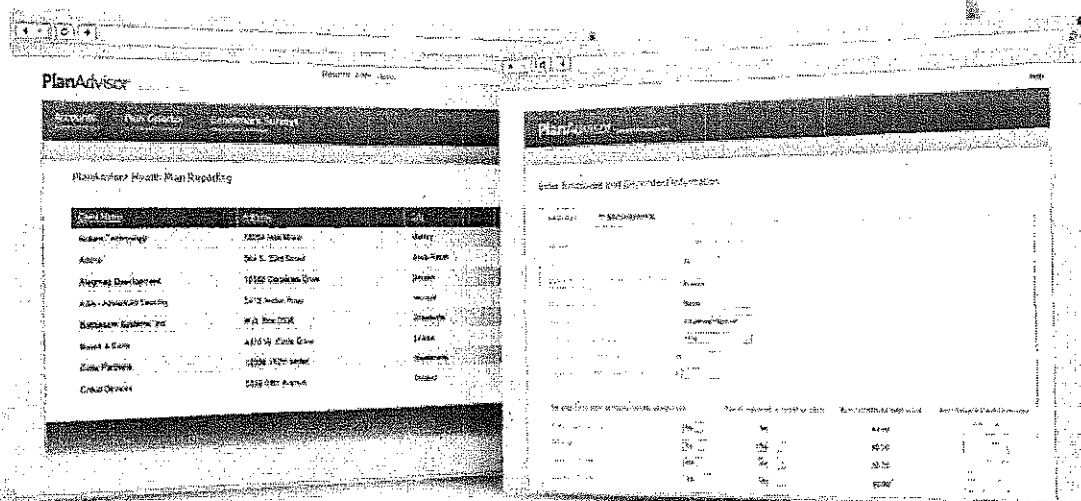
*Design and implement a disease management program*



PlanAdvisor™

## PRODUCT OVERVIEW: FEATURES AND BENEFITS

As a Brown & Brown Metro, Inc client, you'll have access to the advantages of PlanAdvisor™, a benefits plan design tool that allows us to analyze, benchmark, estimate and model the most cost-effective benefits plan to target your unique needs.



### WE'LL HELP YOU MAKE EDUCATED BENEFIT PLAN DECISIONS WITH THE FOLLOWING FEATURES:

- Benchmark your health plan data against nationally recognized norms to help identify cost or utilization problem areas.
- Test-drive alternative plan designs, so you can evaluate the impact of a change before making any decisions.
- Calculate your projected renewal costs to budget mid-year and secure the best rate at renewal time.
- Empower your employees with a tool to help make cost-effective enrollment decisions.
- Find out how you compare to others in your industry with thousands of benchmark survey results on a variety of benefit plan topics.

Call 973-549-1818

to learn more about  
our services and  
capabilities today!

**Brown  
&  
Brown**  
INSURANCE®

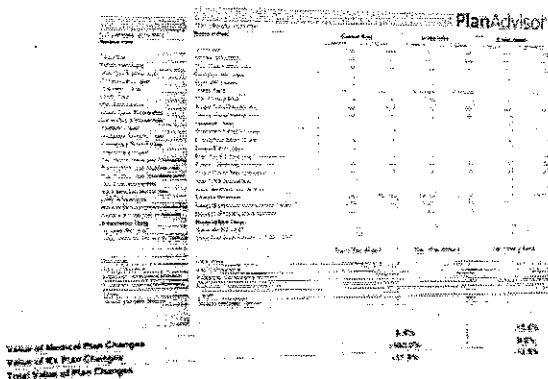
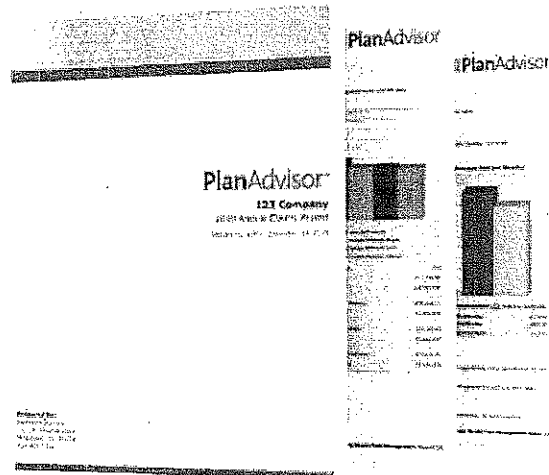
PlanAdvisor

## PRODUCT OVERVIEW: FEATURES AND BENEFITS

### MANAGEMENT REPORT

We'll start by examining your health care utilization and costs with the Management Report, a comprehensive analysis that compares your health and Rx carrier data to reliable benchmark data from Truven Health Analytics and Kaiser Family Foundation. It benchmarks your data against normative values broken down by geographic region, industry and employer size. View comparisons in over 20 medical and Rx categories, including:

- Total Health Plan Costs
- Emergency Room and Office Visit Utilization and Cost
- Employees vs. Dependents Claims Costs
- Rx – Brand vs. Generic Utilization
- Rx – Member Cost Share
- And many more!



### PLAN MODELER

Once cost and utilization problem areas are uncovered, changes in your plan design can help address those issues. But before you make any decisions, we can model potential plan designs to allow you to see the impact of a change.

The Plan Modeler allows you to easily evaluate the impact of plan design changes for medical, Rx, HRA and HSA plans, based on proven actuarial factors. Experiment with various plan design combinations to find the right fit for your business.



PlanAdvisor

## PRODUCT OVERVIEW: FEATURES AND BENEFITS

### RENEWAL ESTIMATOR

Want to project future health plan costs? The Renewal Estimator offers us the capacity to do just that. We can calculate projected health plan renewal costs based on trend, midpoint and large claim information. Plus, we can use the data from the Renewal Estimator to determine if your carrier is offering you a fair renewal quote – ensuring you get the best rate.

PlanAdvisor

2010 Renewal

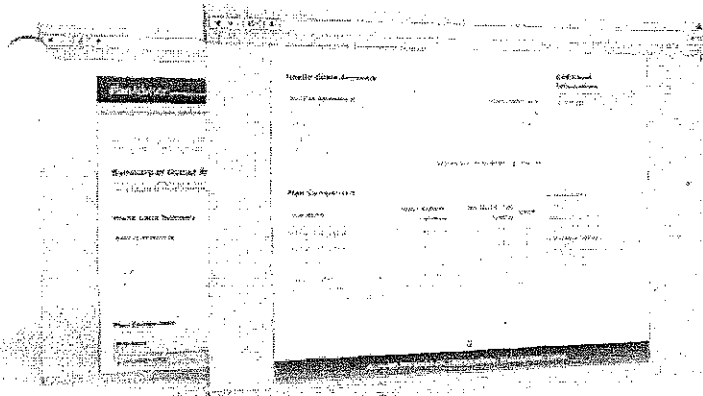
Category	2010 Actual	2010 Projected	2011 Projected
Medical Premium	\$1,200,000	\$1,250,000	\$1,300,000
Administrative	\$50,000	\$55,000	\$60,000
Other	\$10,000	\$10,000	\$10,000
<b>Total</b>	<b>\$1,260,000</b>	<b>\$1,315,000</b>	<b>\$1,370,000</b>

2010 2011

Sing

Fam Single \$475

Family \$950



### PLAN SELECTOR

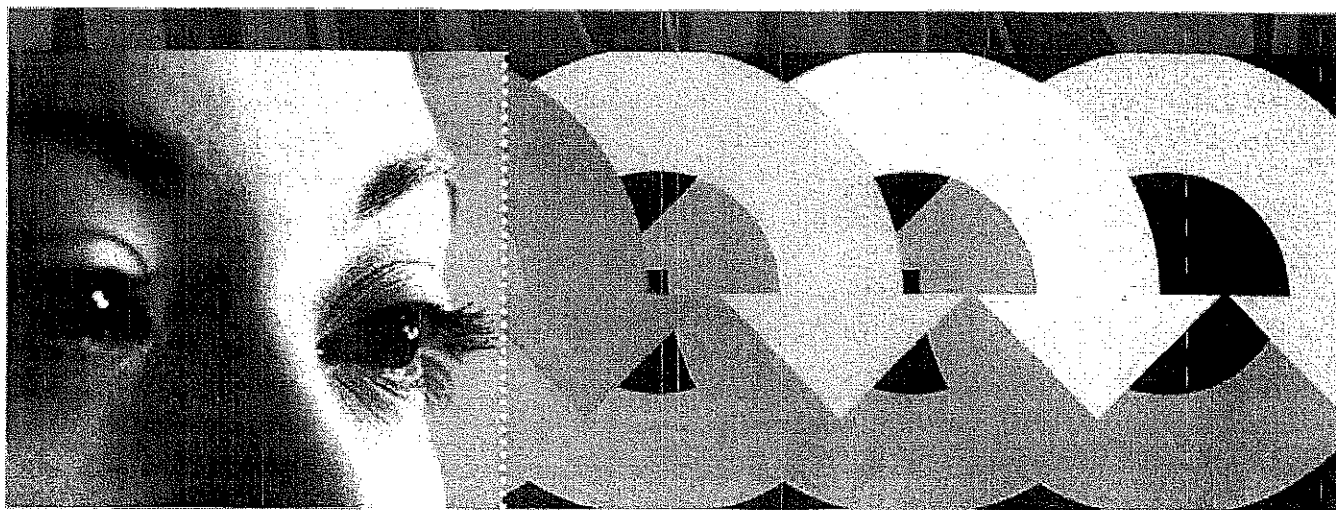
Health care consumerism is a growing trend – help your employees make informed enrollment decisions with the Plan Selector. This tool allows us to input your plan design options (including employee rate tiers, copays, deductibles, HSAs, HRAs, Rx data and more), and then provide you with a valuable decision-making tool for employees to choose the best plan for their health and budget needs.

### BENCHMARK SURVEY DRILL-DOWN

Find out how you compare to other companies in your field with the Benchmark Survey Drill-Down feature. We can provide thousands of survey results to see how you stack up against other employers, including:

- Deductible, coinsurance, out-of-pocket maximum and other plan details, broken down by plan type
- Rx plan data, such as number of tiers and copay per tier
- Answers to how employers are planning to reduce health care costs in the near future

MyWave® AORTA



Brown  
&  
Brown  
INSURANCE®

# MyWave® Portal

## Click+Connect+Communicate

Welcome to a whole new way of working — MyWave® is your personalized website that allows you to effortlessly click, connect and communicate with Brown & Brown Metro, Inc.

It's designed to offer you time-saving tools and resources that build convenience into managing your everyday work tasks. Whether you want to view documents online, participate in plan/program surveys or connect with more than 325,000 peers, this is the place to be. It's easily accessible, hardworking and just one of the many services available to you when you partner with us.



"The Community section allows us to easily find out what other companies are doing in a variety of situations. I can get answers quickly from other colleagues in the industry; the Community has become my personal sounding board."

Trevor, MyWave Portal User, Northeast

### Posting Center

- Our document posting capabilities allow us to seamlessly provide you information.
- Accessible 24/7, postings from our agency are timely, relevant and easy to locate in one convenient place online.

### Health Care Reform

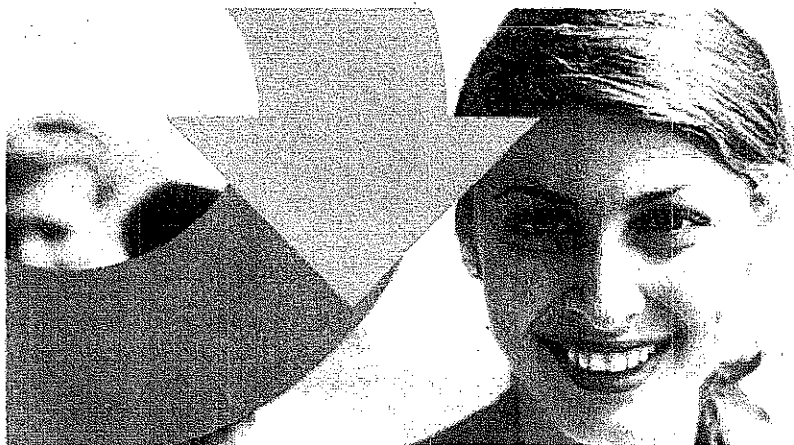
- Get the information you need about health care reform, including legislative updates, explanations and timelines.
- Provide your employees the education they need to understand how reform impacts their lives.

### Survey Benchmarking

- Participate in benefit plan and/or P&C program surveys.
- Allows you to determine how your plans and programs compare to other employers across the U.S.

### Community

- Through MyWave® Community, you have access to a vast and knowledgeable network of colleagues from across the country.
- Share information and resources via the Community's interactive forum that enables you to post questions to your peers, provide insight into other users' questions, and allows you to track responses based on topics or individual questions.
- Community postings are organized by topic so you can source information quickly and easily.



"MyWave® HR is an extremely valuable resource for us. We particularly appreciate the forms available in the Legislative Guides and the newsletters found in *HealthShop*."

Julie, MyWave HR Client User, Midwest

## MyWave® HR: Your Electronic Human Resource Assistant

MyWave HR is the helping hand for all your human resource needs. Whether you are looking for legislative information, employee communications, industry-related websites or consumer-related health care information, MyWave HR has it readily available for you in one convenient location.

### Compliance

Looking for quick answers to tough legislative questions? MyWave HR's Compliance section has the answers you need. You will have access to an exclusive set of comprehensive guides full of federal legislation. Complete guides include COBRA, FMLA, health care reform, HIPAA, HIPAA Privacy, Medicare Part D and Section 125. Within each guide, sections include common questions, forms and quick reference. A refinements function is also available to help you easily source

information by allowing you to browse all or only particular sections within each guide.

### Documents on Command

When you need to access information fast, the Documents on Command section of MyWave HR® provides instant access to a library of downloadable articles covering a variety of topics — right when you need them. Topics include employee health and wellness, health care reform, benchmark surveys and statistics and more to help you easily locate all the resources available to you. Or, use the keyword search function to find related documents.

### Resources

MyWave HR's Resources provides useful links to industry-related websites — all through the convenience of your MyWave HR home page. Use the helpful search function so you can promptly find all the

information you are looking for, as well as any related documents from the Documents on Command section. And if you still cannot find exactly what you need, use the convenient "Contact your broker representative" help link. So many helpful resources — all at your fingertips.

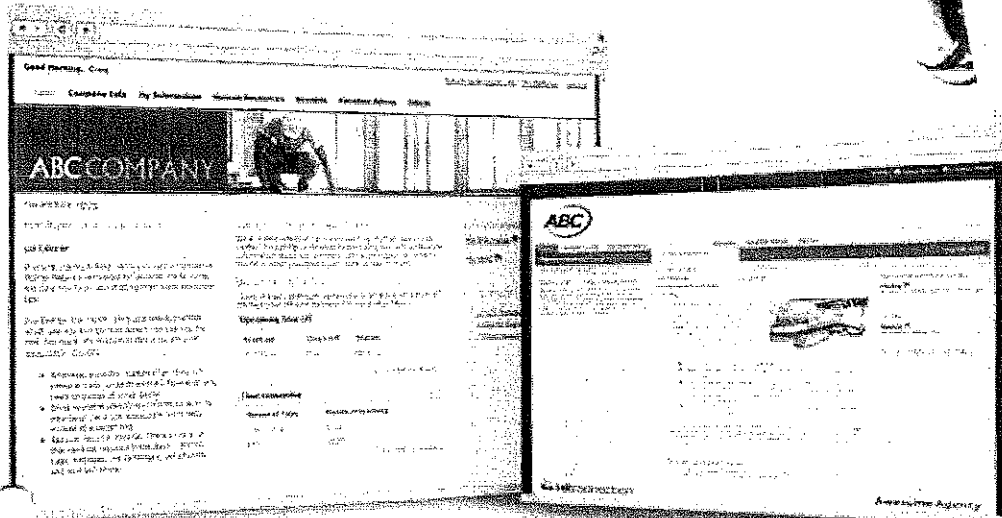
### HealthShop

Do you need professional-looking newsletters to give to your employees? No problem. MyWave HR supplies you with *HealthShop* — comprehensive consumer information in ready-to-print newsletters. Topics include At the Doctor's Office, At the Pharmacy, Home Care and Your Health Plan. Use these newsletters to help your employees make smart and informed health care decisions.

HRconnection

## PORTAL OVERVIEW: FEATURES AND BENEFITS

Brown & Brown Metro, Inc. is pleased to provide with HRconnection<sup>®</sup>, an intuitive HR communication Web portal that helps you deliver company information in one secure and convenient location that is easily viewed by employees. Customizable to your needs and preferences, HRconnection offers you the following flexible features and benefits.



### PORTAL FEATURES

- Customization of portal look, feel and menu options
- Self-serve access to company and employee communication information including company history, handbooks, forms, directories and policies
- Online benefits elections including standard and customizable reporting
- Anytime access to benefit plan information
- Time-off approval, tracking and reporting capabilities
- Database of employee information useful for reporting
- Select portal functionality is optional based on preferences
- Mobile capabilities allows employees to access important information anytime, anywhere

### TRAINING AND SUPPORT

- A customized implementation and access to a dedicated Brown & Brown Metro, Inc. consultant
- On-screen, context-sensitive Help
- Online Quick Reference Guides

**Brown  
&  
Brown**  
INSURANCE<sup>®</sup>

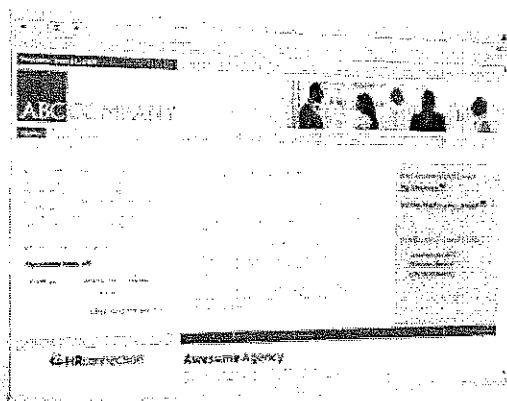
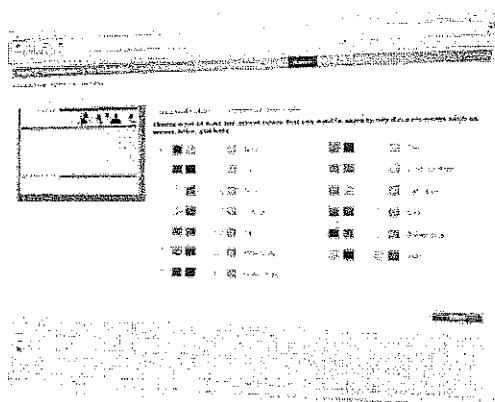
HRconnection®

## PORTAL OVERVIEW: FEATURES AND BENEFITS

### CUSTOM PORTAL DESIGN CAPABILITIES

Unsurpassed custom design options include the ability to:

- Select from three portal design layouts
- Choose from 12 standard color schemes or easily customize your own
- Control images including company logo, name and stock photos
- Offer different information for different groups of employees
- Create your own sub-menu items such as a job descriptions page, custom messages page, etc.



### WELCOME

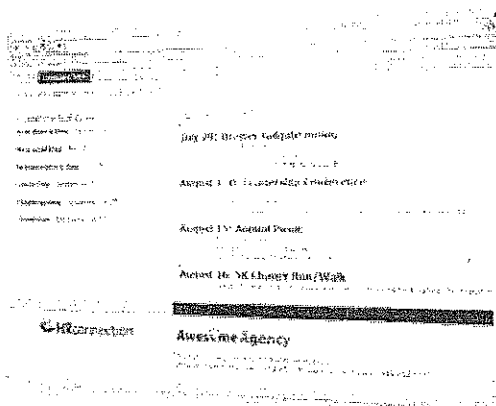
Delivering targeted employee communications is easy with a customizable home page that includes:

- Home page welcome message and seasonal announcements
- Links to employer-recommended Web resources
- Scheduled employee communication campaigns
- Quick view of upcoming time off and time remaining, personalized to the user

### COMPANY INFORMATION

Educate and assist employees on company-specific information including:

- Employee directory
- Departmental contacts
- Holiday and event listing
- Mission statement and vision
- Company history





HRconnection®

# PORTAL OVERVIEW: FEATURES AND BENEFITS

## MY INFORMATION

Empower employees to manage personal information including the ability to:

- Add, review or update personal information
- Manage time-off requests and view a summary by type, such as vacation, personal or sick day
- Update life event changes such as beneficiary, dependent or marital status information
- Manage and review benefit elections
- View both current and future personal elections throughout the year

Time Off

Date Range: 1/1/2009 - 12/31/2009

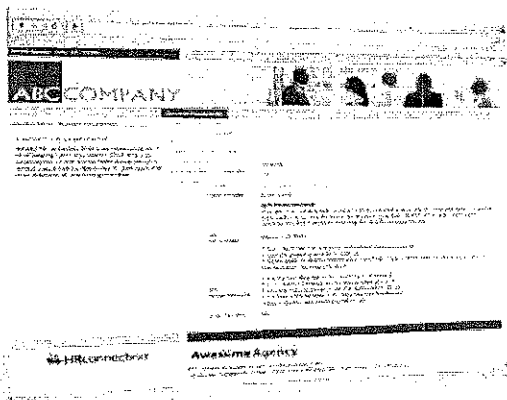
The table shows the time off status for hourly employees.

Type	Request Total	Used	Balance Scheduled	Total Remaining	Accrued Balance
Carey Over	0	0	0	0	0
PTO	40	24	16	16	20
Vacation	0	0	0	0	0

Add Request

Start	End	Time	Type	Status	Amount	Actions
8/15/2009	8/16/2009	All Day	PTO	Pending	8	✕
8/22/2009	8/23/2009	All Day	PTO	Pending	8	✕
8/29/2009	8/30/2009	All Day	PTO	Pending	8	✕
8/29/2009	8/30/2009	08:00 AM - 12:00 PM	Carey Over	Pending	4	✕



## HUMAN RESOURCES

Eliminate the need for distributing bulky and costly company materials and provide online access to career information to employees, including:

- Handbooks
- Forms
- Directories
- Policies and procedures
- Career growth, job posting and training information

## BENEFIT PLANS

Bundle everything employees want to know about their benefit plans in one secure location. Benefits are listed by type such as medical, dental, vision, etc. Within each plan type, employees can obtain detailed plan information and benefit summary information, including the ability to:

- View plan design information including rates and eligibility
- Access Summary Plan Descriptions
- Compare plan benefits
- Obtain plan forms
- View carrier contact information
- Access Frequently Asked Questions

Plan Information

Plan Name	Plan Type	Plan Description	Plan Details
ABC Health Plan	Medical	ABC Health Plan is a group-term life insurance policy issued by ABC Life Insurance Company. The policy is owned by ABC Life Insurance Company and the insured is ABC Life Insurance Company. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years.	ABC Health Plan is a group-term life insurance policy issued by ABC Life Insurance Company. The policy is owned by ABC Life Insurance Company and the insured is ABC Life Insurance Company. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years.
ABC Dental Plan	Dental	ABC Dental Plan is a group-term life insurance policy issued by ABC Life Insurance Company. The policy is owned by ABC Life Insurance Company and the insured is ABC Life Insurance Company. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years.	ABC Dental Plan is a group-term life insurance policy issued by ABC Life Insurance Company. The policy is owned by ABC Life Insurance Company and the insured is ABC Life Insurance Company. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years.
ABC Vision Plan	Vision	ABC Vision Plan is a group-term life insurance policy issued by ABC Life Insurance Company. The policy is owned by ABC Life Insurance Company and the insured is ABC Life Insurance Company. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years.	ABC Vision Plan is a group-term life insurance policy issued by ABC Life Insurance Company. The policy is owned by ABC Life Insurance Company and the insured is ABC Life Insurance Company. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years. The policy is issued to ABC Life Insurance Company for the term of 10 years.

# PORTAL OVERVIEW: FEATURES AND BENEFITS

## REPORTING OVERVIEW

By capturing employee and plan information in HRconnection, administrators have the ability to create the following reports quickly and easily in any of the following outputs: Microsoft® Excel® and CSV, Adobe® PDF, HTML and RTF.

### Election Reports

**Election Summary** – Create a summary of all benefits elected by an employee for a specified effective date (available in English and Spanish).

**Payroll Extract Report** – Extract payroll information for employee based on election effective date.

**Personal Instruction Sheet** – Generate an informational reference for employees to use when preparing for open enrollment.

**Premium Report** – Extract election and premium information, based on effective date, to compare with the monthly billing statement issued by a carrier.

**Plan Design Report** – View detailed information, including rates and benefits, on any of the plan offerings.

**Annualized Contribution Report** – View per deduction and annualized contributions by employees for all plan types.

**Beneficiary Report** – View designated beneficiary information.

**Carrier Extract Report** – Extract employee information and election data based on effective date.

**Census Report** – Extract information needed for an employee census.

**Change Report – Election Comparison over Time** – View all changes made to employees' elections between effective dates.

**Change Report – Election Comparison (based on effective date)** – Compare employee elections effective as of two specific dates.

**Change Report – Election Comparison (based on confirmation date)** – Track elections confirmed within a specified date range.

**Change Report – Election & Demographic Change** – Monitor changes made because of a life event, open enrollment, employee termination, or employee/contact demographic changes during a specified date range.

**Election Status Report – Unconfirmed Elections** – Identify employees who have unconfirmed elections for a selected plan type within the enrollment date range.

### Employee Reports

**Employee Changes** – Monitor the changes of employee or family contact records during a specified period.

**Employee Information** – Extract basic employee and employment information.

**Employee User Name Report** – Generate a list of employee user names.

**My Family Information Report** – Extract basic employee, employment, and my family and contacts information.

**Attendance Report** – Extract vacation totals and track attendance for employees.

**Out of Office Report** – Generate a list of employees who are out of the office during a specific date range.

**Portal Usage Statistics** – Monitor usage of HRconnection for a specified period.

**Time Off Requests** – Generate a list of employees who have requested time off during a specific date range.

**Time Off Totals** – Download time off totals for employees.

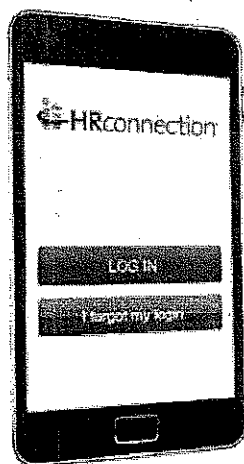
The screenshot displays the HRconnection portal interface. It features a navigation menu on the left with options like 'Home', 'Reports', 'Settings', and 'Help'. The main content area shows a list of reports, including 'Attendance Report - 12/1/2010', 'Employee Information', and 'My Family Information'. Below the report list, there are several data tables. One table, titled 'Employee Information', lists employee details such as Name, SSN, Date of Birth, and Address. Another table, titled 'My Family Information', lists family member details like Name, Relationship, and Date of Birth. The tables are organized into columns and rows, providing a structured view of the data.

\*These reports offer customization options through the ability to add and reorganize report fields.



HRconnection®

## PORTAL OVERVIEW: FEATURES AND BENEFITS



### MOBILE ACCESS

Employees can access the following HRconnection features on their mobile or tablet device, further streamlining necessary tasks and making connecting with your employees easier than ever:

- Searchable employee directory, to quickly find contact information for colleagues and managers
- Time off tracking, including the ability to request time off, edit or delete pending requests, and view remaining time off
- Benefit plan information, including plan details, benefit summaries, current elections and more

### ADMINISTRATION

From portal setup to uploading custom content to reporting, HRconnection offers administrators the ability to:

- Select portal's look, feel and functionality
- Upload employee data including dependents, contact information, emergency contacts, job titles and more
- Add, edit or delete benefit plan data
- Administer life events and send benefit election reminders
- Manage vacation tracking including the ability to do accruals
- Publish portal content such as bulletin board postings, policies, handbooks, welcome page messages, etc.
- Generate reports and manage data imports

Employee	Status	Last/First/MI	Group	Action
123456789	Active	John Doe	Group A	View
987654321	Active	Jane Smith	Group B	View
567890123	Active	Bob Johnson	Group A	View
345678901	Active	Alice Brown	Group B	View
234567890	Active	Charlie White	Group A	View
123456789	Active	Diana Prince	Group B	View
987654321	Active	Edward Nigma	Group A	View
567890123	Active	Fiona Glenanne	Group B	View
345678901	Active	Greg Kilday	Group A	View
234567890	Active	Helen Wu	Group B	View
123456789	Active	Ivan Drago	Group A	View
987654321	Active	Jessie Wu	Group B	View
567890123	Active	Kyle Reese	Group A	View
345678901	Active	Larry Miller	Group B	View
234567890	Active	Melanie Platter	Group A	View
123456789	Active	Nick Marchetti	Group B	View
987654321	Active	Olivia Benson	Group A	View
567890123	Active	Peter Dinklage	Group B	View
345678901	Active	Quinn Fabray	Group A	View
234567890	Active	Rachel Watson	Group B	View
123456789	Active	Samuel Holt	Group A	View
987654321	Active	Tina Turner	Group B	View
567890123	Active	Victor Sade	Group A	View
345678901	Active	Wendie Lee	Group B	View
234567890	Active	Xavier Woods	Group A	View
123456789	Active	Yara Greystone	Group B	View
987654321	Active	Zoe Lister-Jones	Group A	View

### HRconnection® SYSTEM REQUIREMENTS

- Microsoft® Internet Explorer® internet browser 6.x or higher, or Mozilla® Firefox® internet browser 3.x or higher
- Dedicated, high-speed internet connection recommended
- Minimum monitor resolution of 1024 x 768
- HRconnection is not supported on Apple® Macintosh® computers



Specialized PBM advisory team equipped with best technological tools to truly analyze trends and offer solutions.

Prepared For:  
**Typical Company**  
500 Members, 230 Employees

Current Plan with Incumbent PBM	
Pricing Components	
Retail Pharmacy Network	15.00%
Brand AWP Discount	60%
Generic AWP(MAC) Discount	60%
Brand Dispensing Fee	\$ 2.00
Generic Dispensing Fee	\$ 2.00
Mail Service Pharmacy	
Brand AWP Discount	20%
Generic AWP Discount	60%
Brand Dispensing Fee	\$ -
Generic Dispensing Fee	\$ -
Claim Processing Fees	\$ 0.55
Retail:	
Mail Service	
Formulary Rebates	
Retail Per Paid Claim	\$ 7.00
Mail Service Per Paid Claim	\$ 20.00

Utilization Data 2011	
Total Number of Paid Claims	4,201
Retail	
Brand	2,301
Generic	1,694
Average Retail Brand	
Ingredient Cost	\$ 78.71
Average Retail Generic	
Ingredient Cost	\$ 14.21
Mail Service	
Brand	158
Generic	48
Average Mail Service Brand	
Ingredient Cost	\$ 201.89
Average Mail Service Generic	
Ingredient Cost	\$ 21.01
Trends	
AWP/Initiation & Mix Utilization	5.0%
	3.0%

Brand/Generic Dispensing Rates			
	Year 1	Year 2	Year 3
Retail			
Brand	51.6%	49.1%	47.1%
Generic	48.4%	50.9%	52.9%
Mail Service			
Brand	70.7%	67.7%	65.2%
Generic	29.3%	32.3%	34.8%

Your data loaded & then analyzed based on the most appropriate PBM provider.

From industry sources, validated and appropriately allocated.

3 year savings analysis gives you a complete view of future Plan performance.

Approach consists of detailed analysis and comparison of specific Plan components rather than blanket application of industry benchmarks.

Proposed Plan with PBM A		Year 1	Year 2	Year 3	Total Savings
Pricing Components					
Retail Pharmacy Network					
Brand AWP Discount	15.25%	\$ 7,065.05	\$ 8,084.37	\$ 9,250.74	\$ 24,400.16
Generic AWP(MAC) Discount	70.00%	\$ 10,423.00	\$ 10,926.00	\$ 11,497.00	\$ 32,846.00
Brand Dispensing Fee	\$ 1.25	\$ 1,202.27	\$ 1,256.37	\$ 1,312.91	\$ 3,771.55
Generic Dispensing Fee	\$ 1.25	\$ 892.00	\$ 927.00	\$ 961.00	\$ 2,780.00
Mail Service Pharmacy					
Brand AWP Discount	21.00%	\$ 1,759.07	\$ 2,012.86	\$ 2,303.27	\$ 6,075.20
Generic AWP Discount	68.0%	\$ 112.07	\$ 128.24	\$ 146.74	\$ 387.05
Brand Dispensing Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Generic Dispensing Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Claim Processing Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Retail	\$ -	\$ 2,296.13	\$ 2,399.45	\$ 2,507.43	\$ 7,203.01
Mail Service	\$ -	\$ 118.40	\$ 123.73	\$ 129.29	\$ 371.42
Formulary Rebates					
Retail Per Brand Claim	\$ 10.85	\$ 9,393.24	\$ 9,815.34	\$ 10,257.66	\$ 29,466.24
Mail Service Per Brand Claim	\$ 37.00	\$ 1,237.80	\$ 1,293.50	\$ 1,351.71	\$ 3,883.01
Allowances					
Total Savings:		\$ 34,499.03	\$ 36,966.86	\$ 39,717.75	\$ 111,183.64



# COMPLIANCE OVERVIEW

Provided by Brown & Brown Metro, LLC

## Top 10 COBRA Mistakes and How to Avoid Them

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that employers provide former employees and dependents who lose group health benefits with an opportunity to continue group health insurance coverage for a limited period of time. Compliance with the complex rules regarding COBRA coverage can be difficult and mistakes can be costly. Penalties for noncompliance can include excise taxes and statutory fines. The risks also include lawsuits to compel coverage and costly adverse selection of COBRA coverage.

Most employer-sponsored group health plans are subject to COBRA's continuation coverage requirements. However, some employers, such as churches and small employers, are exempt from COBRA. In addition, certain welfare benefit plans, such as long-term and short-term disability plans, are not subject to COBRA because they do not provide medical care.

This Compliance Overview lists the most common mistakes made by employers and provides practical information and tips for avoiding the penalties and risks associated with these mistakes.

### LINKS AND RESOURCES

- [Employer's Guide to Group Health Continuation Coverage under COBRA](#)
- [Frequently Asked Questions on COBRA Continuation Health Coverage](#)
- Department of Labor [final rule](#) on Health Care Continuation Coverage

This Compliance Overview is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

### HIGHLIGHTS

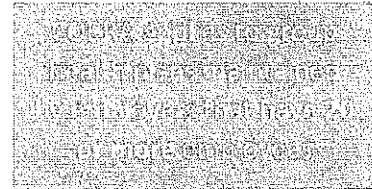
#### PRACTICAL TIPS

- COBRA applies to employers that had 20 or more employees on typical business days during the preceding year.
- Qualifying events are events that cause loss of group health coverage and trigger COBRA coverage for qualified beneficiaries.
- Employers subject to COBRA are required to provide several notices to inform participants and beneficiaries of their rights.
- Plans subject to COBRA must have reasonable procedures in place for qualified beneficiaries to notify the plan administrator of certain events.



## 10 – ASSUMING COBRA DOESN'T APPLY TO YOU

A threshold issue for COBRA compliance is whether COBRA even applies to you as an employer. The general rule is that COBRA applies to group health plans maintained by employers that have 20 or more employees. This includes private-sector employers, as well as state and local government employers.



The rule includes a built-in exemption for those employers that have fewer than 20 employees. Employers may be aware that there is an exemption, but may not know exactly how it works. Depending on the circumstances, determining how many employees you have for COBRA purposes can be a complicated calculation.

In general, COBRA will apply to employers that have 20 or more employees on **more than 50 percent of the typical business days in the previous calendar year**. This means that the calculation will apply for the entire calendar year; it does not change if the number of employees goes up or down. Thus, it can be dangerous to assume that you don't have to offer COBRA if your staff levels decrease.

Also, take care to count employees of companies that are under common control, as well as both full-time and part-time employees. A part-time employee counts as a fraction: divide the number of hours the employee worked by the number of hours required to be considered full-time.

## 9 – ASSUMING COBRA DOESN'T APPLY TO YOUR PLAN

Once you have determined that COBRA applies to you as an employer, the next step is to figure out whether your health plan is subject to COBRA. As noted above, COBRA applies to group health plans maintained by employers. A group health plan is an arrangement established to provide medical care to employees and their families and can be provided in a number of ways, including through insurance or a self-funded arrangement. A key point to note is **whether the plan provides medical care**.

Examples of health plans that may be subject to COBRA include:

- Medical, dental, vision and prescription drug plans;
- Drug and alcohol treatment programs;
- Employee assistance plans or wellness programs that provide medical care;
- On-site health care;
- Health flexible spending accounts (FSAs) and health reimbursement arrangements (HRAs); and
- Self-funded medical reimbursement plans.

# COMPLIANCE OVERVIEW

Examples of health plans that may NOT be subject to COBRA (if they do not offer medical care) include:

- Long-term care plans;
- Accidental death and dismemberment plans;
- Group term life insurance plans;
- Long-term and short-term disability plans;
- Wellness programs or employee assistance programs that do not provide medical care;
- Exercise or fitness centers; and
- On-site first-aid facilities.

Another potential pitfall to keep in mind is assuming that cancelling or terminating a health plan means that COBRA obligations terminate as well. If an employer terminates one plan but continues to provide any group health plan, the obligation to provide COBRA coverage continues.

Determining COBRA obligations in this type of situation can be especially complex when there is a merger or acquisition involved.

## 8—NOT KNOWING WHO GETS COBRA AND WHEN

Employers and plan administrators should know who is entitled to COBRA coverage. Problems can arise if COBRA is not offered to someone who is eligible or if it is offered to a person who is *not* eligible to elect COBRA coverage. Under the COBRA rules, a "qualifying event" triggers COBRA coverage for "qualified beneficiaries" (QBs).

A QB is an individual covered by a group health plan on the day before the qualifying event.

A QB can be:

- The employee;
- The employee's spouse; and/or
- The employee's dependent child(ren).

In some cases, a retired employee (and his/her spouse and/or dependent children) can be a QB. In addition, a child born to or placed for adoption with the covered employee during the COBRA coverage period will become a QB.

Depending on the plan's eligibility rules, agents, independent contractors and directors could also be QBs.

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# COMPLIANCE OVERVIEW

A qualifying event is a specified triggering event that:

- Is listed in the COBRA statute;
- Causes a loss of coverage under the plan; and
- Occurs within the "maximum coverage period" (this is discussed below) while the plan is subject to COBRA.

The triggering events that will give rise to COBRA coverage depend on who is affected.

The following chart shows which events are qualifying events for each type of individual:

QUALIFYING EVENT	INDIVIDUALS WHO MAY BE AFFECTED
Termination of covered employee's employment (for reasons other than gross misconduct)	<ul style="list-style-type: none"> <li>• Covered employee</li> <li>• Spouse</li> <li>• Dependent children</li> </ul>
Reduction in hours of covered employee's employment	<ul style="list-style-type: none"> <li>• Covered employee</li> <li>• Spouse</li> <li>• Dependent children</li> </ul>
Covered employee becoming entitled to Medicare	<ul style="list-style-type: none"> <li>• Spouse</li> <li>• Dependent children</li> </ul>
Divorce or legal separation of covered employee	<ul style="list-style-type: none"> <li>• Spouse</li> <li>• Dependent children</li> </ul>
Death of covered employee	<ul style="list-style-type: none"> <li>• Spouse</li> <li>• Dependent children</li> </ul>
Loss of dependent child status under plan rules	<ul style="list-style-type: none"> <li>• Dependent child</li> </ul>

In addition to being familiar with the rules provided by the COBRA statute, it is important to look at the terms of the plan document. To be a qualifying event, the event must cause a loss of plan coverage. Just because a certain event is permitted to be a triggering event under COBRA does not mean it will cause a loss of coverage under the plan.



For example, COBRA allows the legal separation of the employee and his or her spouse to be a qualifying event, but the plan may only terminate coverage if the employee and spouse are divorced.

## 7—GIVING NO INFORMATION

Once it is determined that a plan has to provide COBRA coverage, it is important to make sure that plan participants and beneficiaries are given adequate information about COBRA. The COBRA notice rules are important to understand, because failure to comply with them can lead to penalties under ERISA. Also, if participants and beneficiaries are not notified of their obligations, the plan's rules cannot be enforced.

The following are the required COBRA notices:

- **General (or Initial) Notice.** This notice provides general information to plan participants regarding COBRA and the plan's procedures. It must be provided **within 90 days after plan coverage begins** and must be written to be understood by the average plan participant. It may be provided as part of a Summary Plan Description. The COBRA notice rules specify the required content (see below) and the Department of Labor (DOL) has provided a model notice.
- **Election Notice.** The election notice is the most important notice for participants and beneficiaries who will be electing COBRA. It provides information about a qualified beneficiary's rights and obligations regarding a specific qualifying event and available COBRA coverage. It must be provided to qualified beneficiaries **within 14 days after the plan administrator is notified of the qualifying event**. However, if the employer is the plan administrator, the notice must be provided **within 44 days of the qualifying event or the loss of coverage (whichever is later)**. The DOL has provided a model election notice as well.
- **Notice of Unavailability.** If an individual gives notice of a qualifying event but for some reason is not entitled to COBRA coverage, the plan administrator must give the individual **an explanation of why coverage is not available**. The deadline for this notice is the same as for the election notice.
- **Notice of Early Termination.** Normally, COBRA coverage will terminate at the end of the maximum coverage period. If coverage terminates early, qualified beneficiaries must be notified. This notice must be provided **"as soon as practicable"** after it is known that coverage will terminate (or has terminated). It must contain the reason for the early termination, the date coverage terminated or will terminate and a description of any available conversion rights.
- **Employer's Notice of Qualifying Event.** For certain qualifying events, the employer has the responsibility to notify the plan administrator of the event's occurrence. However, if the employer is the plan administrator, this notice is not required. If the event is the employee's death, termination of employment, reduction in hours of employment or Medicare entitlement, the employer must notify the plan administrator **within 14 days of the qualifying event or the loss of coverage, whichever is later**. The notice must include sufficient information to determine the plan, the employee, the qualifying event and the date it occurred.

## 6—GIVING BAD INFORMATION

Unfortunately, making sure that you are providing notices in certain situations is not always enough. It is important to make sure that the notices you provide contain all the required information and that the information is accurate.

The following charts summarize the content requirements for the two major COBRA notices—the general notice and the election notice.

### The General Notice must contain the following information to be compliant:

- The plan name;
- The name, address and phone number of a contact person who can provide information about the plan and COBRA;
- A description of COBRA coverage under the plan (including who can be a qualified beneficiary, the types of qualifying events under the plan, a description of the maximum coverage period and ways to extend it, and the plan's requirements for payment);
- The plan's procedures for qualified beneficiaries to provide notice of certain qualifying events or Social Security Administration (SSA) disability determinations;
- A statement that the notice does not fully describe COBRA coverage or other rights under the plan and that more information is available from the plan administrator or the Summary Plan Description (SPD); and
- A statement regarding the importance of advising the plan administrator of any change of address.

### The Election Notice is the most detailed notice, and it relates to a specific qualifying event for coverage of an individual with the following information:

- The plan name;
- The name, address and phone number of a contact person who can provide information about the plan and COBRA;
- Identification of the specific qualifying event;
- The date plan coverage will terminate;
- Identification of the QBs by status or name;
- A statement that each QB has an independent right to elect COBRA coverage;



- A description of the COBRA coverage under the plan;
- The amount that each QB is required to pay for coverage and the procedures for making payments;
- An explanation of how to elect coverage and the date by which the election must be made;
- The consequences of failing to elect or of waiving COBRA coverage;
- The duration of COBRA coverage and how coverage may be extended;
- An explanation of the QB's responsibility to provide notice of a second qualifying event or SSA disability determination (or determination that the QB is no longer disabled), including a description of the procedures for providing notice;
- A statement that the notice does not fully describe COBRA coverage or other rights under the plan and that more information is available from the plan administrator or the SPD; and
- A statement regarding the importance of advising the plan administrator of any change of address.

## 5—NOT FOLLOWING YOUR OWN RULES

There are several COBRA rules that require a plan to have procedures in place, whether by statute or necessity. Not following its procedures can put a plan in the position of being out of compliance with COBRA's requirements or of extending coverage for too long or unnecessarily.

### *Notice Procedures*

With respect to the notice rules, plans must have reasonable procedures in place for covered employees and QBs to notify the plan administrator of certain events, such as:

- Qualifying events that are the divorce or legal separation of the covered employee or a dependent child losing dependent status under the plan;
- Second qualifying events (triggering events that occur during the period of COBRA coverage that would have caused a loss of coverage under the plan if the QB were still covered); and
- SSA disability determinations (or cessation of disability).

In general, individuals must provide a notice of a qualifying event or disability determination within 60 days. Disability determination notices must also be given before the end of the original 18-month COBRA coverage period. In addition, QBs must notify the plan administrator within 30 days of a determination that they are no longer disabled.

If the plan does not have reasonable procedures for these notices, a QB may be deemed to have given notice if he or she has communicated a specific event in a manner reasonably calculated to inform those customarily considered responsible for the plan.

In order to be reasonable, COBRA notice procedures must:

- Be described in the SPD;
- Specify the individual or entity that should receive the notice;
- Specify how notice is to be given (for example, in writing or on a specific form);
- Describe the information required (such as the QBs involved, the date of the event, the nature of the event, the plan name and any additional documentation the plan administrator might want, such as a copy of a divorce decree);
- Specify the timeline for giving notice; and
- Provide for the proper handling of incomplete notices.

## ***Election Procedures***

A plan should also have procedures in place for complying with rules for election of COBRA coverage. For example, a QB must be given at least 60 days to elect COBRA. The election period begins on the date the election notice is provided or the date on which coverage would be lost (whichever is later).

Also, each QB has an independent right to elect COBRA, a covered employee or spouse can elect on behalf of all other QBs, and a parent or guardian can elect on behalf of a minor child. A QB may also revoke a prior waiver of COBRA coverage during the election period. A plan administrator that fails to follow the election procedures is at increased risk for claims by QBs.

## ***Payment Procedures***

As discussed below, a plan may charge a premium for providing COBRA coverage. QBs must make premium payments in a timely manner and a plan administrator has some leeway in designing its procedures. However, the COBRA rules set some guidelines for payments. The initial premium is due 45 days after the COBRA election is made. After that, the premium due date is usually the first day of the month. However, the plan must allow a 30-day payment grace period.

In addition to complying with the COBRA rules, a plan should have procedures in place for dealing with issues that may arise in the day-to-day administration of COBRA coverage. For example, a plan will need a process for ensuring that premium payments are forwarded to insurers in a timely manner. Also, it should prepare for a situation where a QB makes late payments or short payments.

## 4—NOT GIVING ENOUGH COVERAGE

The continuation coverage provided to QBs under COBRA must be the same as coverage provided to “similarly situated” individuals who are covered under the plan (not through COBRA). This is intended to be the same coverage the QB had before the qualifying event.

Thus, COBRA coverage cannot be scaled back just for QBs and not for other plan participants. QBs are also entitled to the same benefits, rights and privileges that similarly situated participants and beneficiaries receive under the plan, such as special enrollment rights and the ability to make changes at open enrollment. If the plan’s terms are amended, those amendments apply equally to active participants and QBs.

## 3—CHARGING TOO MUCH (OR NOT ENOUGH)

A health plan may charge COBRA QBs for the cost of providing COBRA coverage. It may require QBs to pay up to 102 percent of the “applicable premium” for the plan. In the case of a disability extension, it may charge up to 150 percent of the applicable premium for certain QBs.

The applicable premium is the cost to the plan of providing coverage.

For insured plans, the applicable premium is usually equal to the insurance premium paid to the insurance carrier. However, the calculation can be more difficult for self-funded plans and can be determined using past costs or an actuarial estimate of future costs. The applicable premium is the total cost to the plan for providing coverage, so it includes both employer- and employee-paid portions and can also include the administrative cost of providing COBRA coverage.

The plan must calculate the COBRA applicable premium in advance for a 12-month “determination period.” The plan can choose any 12-month period to be the determination period, but it must remain consistent every year. The COBRA premium may be changed for a new determination period if the applicable premium changes and there are certain limited situations where the COBRA premium may be changed during the determination period (for example, if the QB changes coverage to another benefit package with a higher applicable premium).

The plan administrator should use caution in calculating the COBRA premium as well as in communicating that premium to QBs. Fixing mistakes that result in over- or undercharging QBs for COBRA premiums can be administratively burdensome and raise COBRA compliance issues.

## 2—NO DOCUMENTATION

No matter how good your COBRA compliance track record is, you can still run into trouble if you can’t prove it. Adequate documentation is important because it brings together all other elements of COBRA administration and compliance. Having thorough and accurate records will help streamline administration and support the plan in the event of a claim.

# COMPLIANCE OVERVIEW

There are many different areas where documentation can help avoid COBRA compliance issues. For example, a plan's COBRA notice information and procedures can be documented in the SPD and notice documents themselves, as well as the plan document if necessary.

A plan administrator should also keep records of notices sent to and received from participants and QBs. Keeping track of payments received from QBs and made to insurers, as well as the deadlines for payments, will also assist in the proper administration of COBRA coverage.

## 1—BAD TIMING

In the context of COBRA, paying attention to the timing of providing coverage can be crucial for reducing exposure to COBRA costs and being compliant with the rules. The duration of COBRA coverage is controlled by the COBRA statute. Complying with these rules by providing the length of coverage required is important. At the same time, many plan sponsors want to minimize the likelihood of being responsible for large claims made by COBRA QBs by only providing the minimum duration of coverage.

The period of COBRA coverage often is known as the maximum coverage period.

The length of the maximum coverage period depends on the type of qualifying event that has occurred. The maximum coverage period is 18 months for a termination of employment or reduction in hours and 36 months for all other qualifying events. There are situations where the maximum coverage period can be extended or terminated early.

### *Expanding COBRA Coverage*

There are several ways that the standard maximum coverage period can be extended. The following chart provides a summary of the available methods.

<b>Extended Notice Rule</b>	Allows the maximum coverage period to run from the date of the loss of coverage, instead of the date of the triggering event, if the employer also sends notice to the plan administrator within 30 days of the loss of coverage (instead of the triggering event)
<b>Disability Extending Rule</b>	Extends 18-month period to 29 months for all related QBs
<b>Multiple Qualifying Event Rule</b>	Extends 18-month coverage period to 36 months for spouse and children when a second qualifying event (such as divorce from or death of the covered employee or loss of dependent status) occurs during the initial 18-month coverage period
<b>Medicare Entitlement Rule</b>	Extends 18-month period for spouses and children when the covered employee becomes entitled to Medicare within 18 months before the qualifying event

## *Terminating COBRA Coverage*

COBRA coverage usually terminates at the end of the maximum coverage period. It is important to keep track of each QB's period of coverage to be able to tell when coverage should be terminated. In addition, coverage can be terminated early for the following reasons:

- The QB fails to make timely premium payments;
- The employer ceases to make any group health plan available to any employee;
- The QB becomes covered under another group health plan;
- A disabled QB is determined not to be disabled; or
- For cause.

If coverage is to be terminated before the end of the maximum coverage period, notice to the QB is required.





# WELCOME TO OPEN ENROLLMENT!

Plan Year

**BROWN  
&  
BROWN**  
INSURANCE®

# PICK THE BEST BENEFITS FOR YOU AND YOUR FAMILY.

(Sample text)

strives to provide you and your family with a comprehensive and valuable benefits package. We want to make sure you're getting the most out of our benefits—that's why we've put together this Open Enrollment Guide.

Open enrollment is a short period each year when you can make changes to your benefits. This guide will outline all of the different benefits offers, so you can identify which offerings are best for you and your family.

Elections you make during open enrollment will become effective on [insert date]. If you have questions about any of the benefits mentioned in this guide, please don't hesitate to reach out to HR.

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## WHO IS ELIGIBLE?

If you're a full-time employee at , you're eligible to enroll in the benefits outlined in this guide. Full-time employees are those who work 30 or more hours per week. In addition, the following family members are eligible for medical, dental and vision coverage: [Insert dependent coverage information].

## HOW TO ENROLL

Are you ready to enroll? The first step is to review your current benefits. Did you move recently or get married? Verify all of your personal information and make any necessary changes.

Once all your information is up to date, it's time to make your benefit elections. The decisions you make during open enrollment can have a significant impact on your life and finances, so it is important to weigh your options carefully.

## WHEN TO ENROLL

Open enrollment begins on [insert date] and runs through [insert date]. The benefits you choose during open enrollment will be effective on [insert date].

## HOW TO MAKE CHANGES

Unless you experience a life-changing qualifying event, you cannot make changes to your benefits until the next open enrollment period. Qualifying events include things like:

- Marriage, divorce or legal separation
- Birth or adoption of a child
- Change in child's dependent status
- Death of a spouse, child or other qualified dependent
- Change in residence
- Change in employment status or a change in coverage under another employer-sponsored plan



# WHAT'S NEW FOR 201X

## Health Insurance

(Sample text) You'll notice several changes to our medical and prescription drug benefits for the upcoming plan year. Our HMO plan no longer requires you to select a primary care physician or secure a referral from one provider to another. This may allow for quicker and more convenient access to specialty physicians.

### HMO vs. PPO?

**HMO:** Covers services performed solely by in-network providers. Tends to be a lower cost system, but is more restrictive than a PPO plan.

**PPO:** Has a network of providers, but also allows for the use of providers outside the plan's network. It is more flexible than an HMO, but is usually more expensive.

The following chart compares our current health benefits to the new benefits that will take effect Jan. 1, 201X.

Services	HMO		PPO	
	Current	As of Jan. 1, 201X	Current	As of Jan. 1, 201X
Physician Visit Copay	[Insert benefit details in this chart]			
Deductible - Individual - Family				
Hospitalization				
Preventive Care				
Emergency Room Copay				
Out-of-pocket Maximum - Individual - Family				
Prescription Drugs - Retail/Mail Order - Generic - Preferred - Non-preferred				

# YOUR COST IN 201X

(Sample text) Good news! Despite rising health care costs and unprecedented changes resulting from health care reform, we are pleased to announce there will be no premium increases for the new plan year. Bi-weekly payroll deductions will remain as shown:

EMPLOYEE BI-WEEKLY DEDUCTIONS				
	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
HMO	\$(insert dollar amount)	\$(insert dollar amount)	\$(insert dollar amount)	\$(insert dollar amount)
PPO	\$(insert dollar amount)	\$(insert dollar amount)	\$(insert dollar amount)	\$(insert dollar amount)



**REMEMBER:** The Affordable Care Act requires most individuals to obtain health coverage or pay a penalty. In 2016, the penalty is 2.5 percent of your yearly household income or \$695 per adult for the year—whichever is greater. In 2017 and beyond, the penalty will be adjusted for inflation.

# DENTAL INSURANCE

(Sample text) In addition to protecting your smile, dental insurance helps pay for dental care and usually includes regular checkups, cleanings and X-rays. Several studies suggest that oral diseases, such as periodontitis (gum disease), can affect other areas of your body—including your heart. Receiving regular dental care can protect you and your family from the high cost of dental disease and surgery.

We're happy to say that there are no cost changes to your dental benefits for 201X. The following chart outlines the dental benefits we offer.

Type of Service	Amount You Pay
Preventive Services	Exams, cleanings, X-rays – [insert benefit amount or coinsurance]
Deductible	Applies to basic and major services only – [insert benefit amount or coinsurance]
Basic Services	Fillings, simple extractions – [insert benefit amount or coinsurance]
Major Services	Oral surgery, root canal, crowns – [insert benefit amount or coinsurance]
Annual Maximum	[insert annual maximum amount]
Bi-weekly Payroll Deduction	Employee only – \$(insert amount) Employee & spouse – \$(insert amount) Employee & child – \$(insert amount) Family – \$(insert amount)

# VISION INSURANCE

(Sample text) Driving to work, reading a news article and watching TV are all activities you likely perform every day. Your ability to do all of these activities, though, depends on your vision and eye health. Vision insurance can help you maintain your vision as well as detect various health problems.

's vision insurance entitles you to specific eye care benefits. Our policy covers routine eye exams and other procedures, and provides specified dollar amounts or discounts for the purchase of eyeglasses and contact lenses.

If you seek the services of a provider listed in our Preferred Provider Directory, your benefits include:

- Routine vision exams for a \$25 copay
- Preferred pricing on a large selection of brand-name, designer frames, lenses and lens options.
- [List other benefits here]

# DISABILITY INCOME BENEFITS

(Sample text) provides full-time employees with short- and long-term disability income benefits. Without disability coverage, you and your family may struggle to get by if you miss work due to an injury or illness.

At , we want to do everything we can to protect you and your family. That's why pays for the full cost of short- and long-term disability insurance—meaning that you owe nothing out of pocket.

In the event that you become disabled from a non-work-related injury or sickness, disability income benefits will provide a partial replacement of lost income. Please note, though, that you are not eligible to receive short-term disability benefits if you are receiving workers' compensation benefits.

	Short-term Disability	Long-term Disability
Benefits Begin	[Insert benefits details in this chart]	
Benefits Payable		
Percentage of Income Replaced		
Maximum Benefit		

# BASIC LIFE INSURANCE

(Sample text) Life insurance can help provide for your loved ones if something were to happen to you. provides full-time employees with \$15,000 in group life and accidental death and dismemberment (AD&D) insurance.

pays for the full cost of this benefit—meaning you are not responsible for paying any monthly premiums. Contact HR if you would like to update your beneficiary information.

# VOLUNTARY LIFE INSURANCE

(Sample text) While offers basic life insurance, some employees may want to purchase additional coverage. Think about your personal circumstances. Are you the sole provider for your household? What other expenses do you expect in the future (for example, college tuition for your child)? Depending on your needs, you may want to consider buying supplemental coverage.

With voluntary life insurance, you are responsible for paying the full cost of coverage through bi-weekly payroll deductions. You can purchase coverage for yourself or for your spouse in \$10,000 increments. The minimum coverage level is \$20,000 and the maximum is \$300,000. The chart below outlines the monthly costs of purchasing additional coverage.

Monthly Cost for Every \$1,000 of Employee and Spouse Life Insurance Coverage										
Age	<30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70+
Life	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
AD&D	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Dependent Children	[Describe benefit and monthly cost]									

# FLEXIBLE SPENDING ACCOUNTS

(Sample text) Paying for health care can be stressful. That's why offers an employer-sponsored flexible spending account (FSA).

## WHAT ARE THE BENEFITS OF AN FSA?

- It saves you money. Allows you put aside money tax-free that can be used for qualified medical expenses.
- It's a tax-saver. Since your taxable income is decreased by your contributions, you'll pay less in taxes.
- It is flexible. You can use your FSA funds at any time, even if it's the beginning of the year.

You cannot stockpile money in your FSA. If you do not use it, you lose it. You should only contribute the amount of money you expect to pay out of pocket that year.

## WHAT IS A DEPENDENT CARE FSA?

Dependent Care FSAs allow you to contribute pre-tax dollars to qualified dependent care. The maximum amount you may contribute each year is \$5,000 (or \$2,500 if married and filing separately).

## HOW DO I ENROLL?

Fill out the FSA Enrollment Form during Open Enrollment. Even if you signed up last year, you must re-enroll for 201X. FSA savings example: *Bob and Jane's combined gross income is \$30,000. They have two children and file their income taxes jointly. Since Bob and Jane expect to spend \$2,000 in adult orthodontia and \$3,300 for day care next plan year, they decide to direct a total of \$5,300 into their FSAs.*

	Without FSAs	With FSAs
Gross income	\$30,000	\$30,000
FSA contributions	0	-\$5,000
Gross income	\$30,000	\$25,000
Estimated taxes		
Federal tax	-\$2,550*	-\$1,776*
State tax	-\$900**	-\$750**
FICA tax	-\$2,295	-\$1,913
After-tax earnings	\$24,255	\$20,314
Eligible out-of-pocket expenses		
Medical and dependent care expenses:	-\$5,000	\$0
Remaining spendable income	\$19,255	\$20,561
Spendable income increase		\$1,306

\*Assumes standard deductions and four exemptions. \*\*Varies, assume 3 percent.



# HEALTH SAVINGS ACCOUNTS

(Sample text) Health savings accounts (HSAs) are a great way to save money and budget for qualified medical expenses. HSAs are tax-advantaged savings accounts that accompany high deductible health plans (HDHPs). HDHPs offer lower monthly premiums in exchange for a higher deductible (the amount you pay before insurance kicks in).

## WHAT ARE THE BENEFITS OF AN HSA?

- It saves you money. HDHPs have lower monthly premiums, meaning less money is being taken out of your paycheck.
- It is portable. The money in your HSA is carried over from year to year and is yours to keep, even if you leave the company.
- It is a tax-saver—HSA contributions are made with pre-tax dollars. Since your taxable income is decreased by your contributions, you'll pay less in taxes.

The maximum amount that you can contribute to an HSA in 2016 is \$3,350 for individual coverage and \$6,750 for family coverage. In 2017, it is \$3,400 for individual coverage and \$6,750 for family coverage.

Additionally, if you are age 55 or older, you may make an additional "catch-up" contribution of \$1,000. You may change your contribution amount at any time throughout the year as long as you don't exceed the annual maximum.

The following examples can help you decide if an HSA is right for you.

### EXAMPLE #1: WHAT IF I AM A HEALTHY SINGLE ADULT?

Individual deductible	\$2,000
Coinsurance	80/60
Out-of-pocket limit	\$4,000
HSA employer funds	\$500
HSA employee funds	\$0
Total HSA funds	\$500



Incurred Medical Expenses/Year	
Office visit	\$85
Office visit + lab	\$115
Urgent care visit	\$185
Total incurred expenses	\$385
Total amount applied to deductible	\$385
Total subject to coinsurance	\$0
HSA account balance (\$500 HSA minus \$385 incurred expenses)	\$115



### EXAMPLE #2: WHAT IF I HAVE A MEDICAL CONDITION THAT REQUIRES ROUTINE CARE?

Individual deductible	\$2,000
Coinsurance	80/60
Out-of-pocket limit	\$4,000
HSA employer funds	\$500
HSA employee funds	\$1,500
Total HSA funds	\$2,000



Incurred Medical Expenses/Year	
Physical therapy	\$3,600
Medication	\$360
Office visit	\$85
Office visit + lab	\$115
Urgent care visit	\$185
Total incurred expenses	\$4,345
Total amount applied to deductible	\$2,000
Total amount paid out by HSA	\$2,000
Total subject to coinsurance (20 percent of eligible expenses until OOP maximum)	\$2,000
HSA account balance (\$2,000 HSA minus \$4,345 incurred expenses)	\$0

### EXAMPLE #3: WHAT IF I HAVE A FAMILY OF FOUR?

Family deductible	\$4,000
Coinsurance	80/60
Out-of-pocket limit	\$8,000
HSA employer funds	\$500
HSA employee funds	\$3,500
Total HSA funds	\$4,000



Incurred Medical Expenses/Year	
Office visit	\$85
Office visit	\$85
Office visit	\$85
Office visit + X-ray	\$115
Urgent care visit	\$185
Urgent care visit	\$185
Emergency room visit	\$255
Total incurred expenses	\$995
Total amount applied to deductible	\$995
Total amount paid out by the HSA	\$995
Total subject to coinsurance	\$0
HSA account balance (\$4,000 HSA minus \$995 incurred expenses)	\$3,005

# ADDITIONAL BENEFIT OFFERINGS

As an employee, we are proud to offer you the following benefits paid for by the company:

- [List additional employer-paid benefits and details here]

You are also eligible to enroll or participate in the following voluntary programs:

- [List voluntary programs and details here]

*The information in this Enrollment Guide is presented for illustrative purposes and is based on information provided by the employer. The text contained in this guide was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of discrepancy between the guide and actual plan documents, the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about the guide, please contact HR.*

# QUESTIONS & ANSWERS

## WHAT CHANGES ARE EFFECTIVE JAN. 1, 201X?

- (Sample text)
- Changes to a health plan (for example, changing from an HMO to a PPO)
- Enrollment or termination of individual and/or dependent coverage in a health plan
- Enrollment in a FSA plan
- Enrollment in a pre-tax insurance premium plan
- Changes to the Voluntary Life and AD&D plan

## WHAT FORMS MUST BE COMPLETED?

- (Sample text)
- Fill out the *Flexible Spending Account Enrollment Form/Direct Deposit Form* to enroll, re-enroll or waive enrollment for the new plan year.
- The *Pre-tax Insurance Form* must be completed by all eligible employees. You must elect to continue having your medical and dental premiums withheld on a pre-tax basis.

## IF I WANT TO MAKE CHANGES, WHAT FORMS MUST BE COMPLETED?

- (Sample text)
- You must complete the *Medical & Dental Enrollment/Change Form* to change medical plans or individual/dependent coverage levels in the medical/dental plans.
- Fill out the *Voluntary Life and AD&D Enrollment and/or Medical Underwriting Form* to sign up for voluntary life and AD&D insurance.

## WHERE DO I FIND THESE FORMS?

- (Sample text) Contact HR for these forms.

## WHEN ARE THE FORMS DUE AND WHERE DO I RETURN THEM?

- (Sample text) All forms are due by [insert due date] and must be returned to HR.

## OTHER INFORMATION:

- (Sample text)
- New elections must be made in order to continue participating in an FSA.
- If you do not make changes to your current medical and dental elections, those elections will remain the same for the plan year Jan. 1 to Dec. 31, 201X.

Open Enrollment Meetings		
Date	Time	Location
[Insert date]	[insert time]	[insert meeting location]



# Live Well, Work Well

don't let your health slip away from you. Live Well, Work Well—brought to you by the insurance specialists at Brown & Brown, Inc.

Knowing your numbers can reduce your risk of developing some preventable conditions.

By taking control of your health, you will reduce your risk of developing illnesses, and will increase your chances of living a long, healthy life.

## WHAT ARE YOUR NUMBERS?

Knowing your blood pressure, cholesterol, blood sugar and body mass index (BMI) are extremely vital in determining whether you are at risk for developing major illnesses, such as heart disease and diabetes. If you know your numbers are out of the healthy range, you can take measures to get yourself back into good health.

### Cholesterol

An unexpected heart attack may be caused by years of living with high cholesterol and extra fat stored in the body. Total cholesterol should be 200 or less. You should also ask your doctor what your HDL cholesterol (good) and LDL cholesterol (bad) levels are.

Having high total cholesterol, high LDL, or low HDL can put you at risk for a heart attack or stroke. Since there are no symptoms of high cholesterol, it is imperative that you know your numbers.

### Blood Pressure

Blood pressure is the amount of force that it takes for your heart to pump blood through your body. High blood pressure, known as hypertension, increases your risk of heart attack, stroke and kidney disease. It can also cause damage to your brain, eyes and arteries. Blood pressure should be less than 120 over 80.

Much like cholesterol, there are no symptoms of high blood pressure, so knowing your numbers is key to good health.

### Blood Sugar

Glucose is sugar that is stored in the blood as your main source of energy. If your glucose levels are too high or too low, you can develop diabetes. Normal blood sugar level is under 100 when using the FPG test.

Since diabetes can strike anyone of any age, it is essential that you know your blood sugar number. This is especially true if you experience any of the following symptoms of diabetes: frequent urination, extreme hunger, thirst, unusual weight loss, increased fatigue or blurry vision. If diabetes is left untreated, it can lead to heart disease, blindness, amputation of the arms or legs and/or kidney disease.

### Body Mass Index

BMI measures your weight in relation to your height. This measurement indicates whether your weight falls within a normal, healthy range. Your BMI should be less than 25. A BMI over 25 indicates that you are overweight and a BMI over 30 indicates that you are obese.

Carrying extra weight can lead to high cholesterol, heart disease, diabetes and other chronic conditions. To figure out your BMI, use the calculator at [www.nhlbi.nih.gov/healthline/obesity/BMI/bmicalc.htm](http://www.nhlbi.nih.gov/healthline/obesity/BMI/bmicalc.htm).

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&  
Brown**  
INSURANCE

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# Prevention

newsletter

for the health and well-being  
of you and your family.



These days, you may feel overwhelmed with all the health information available to you. However, there are really only a few basic tips to keep in mind for your optimal health.

Follow these simple suggestions and you should be well on your way to living a happy and healthy life!



Provided by Brown & Brown Metro, Inc

## Everyday Health and Wellness

### Eat Healthy

Your body needs the right vitamins, minerals and other nutrients to stay in good shape. A healthy diet means you are eating fruits, vegetables, whole grains, low-fat milk products, fish, poultry, lean meats, eggs, beans and nuts. Stay away from cholesterol-laden items, excessive sodium and added sugars. It is also important to avoid trans and saturated fats.

A healthy diet can protect you from heart disease, bone loss, Type 2 diabetes, high blood pressure and some cancers, such as colorectal cancer. Making small changes in your eating habits can make a big difference in your life. Here are some tips and tools to get you started:

- *Keep a food diary.* Knowing what you eat will help you to make changes. Starting today, write down when you eat, as well as what, how much, where and how you feel when you eat (for instance: 3:30 p.m., two cookies, at work, feeling stressed). Identifying your eating habits can help you make changes.
- *Plan ahead.* If you plan your meals for the week, you can save time and money.
- *Shop smart at the grocery store.* The next time you need to go shopping, eat a snack beforehand. Always use a shopping list and choose 100 percent whole wheat or whole grain bread and crackers. Buy a variety of colorful fruits and vegetables.
- *Read the nutrition facts label.* Look at the serving size, and try to keep saturated fat, trans fat, cholesterol and sodium at 5 percent of your recommended daily value (DV) or less. Select foods that have 20 percent or more DV of fiber, iron, calcium, potassium, and vitamins A and C.
- *Eat healthy away from home.* Choose fat-free or low-fat milk, water or diet drinks. Opt for steamed, broiled or grilled dishes, and ask for your dressing or sauce to be "on the side."
- *Cook at home.* This will save you a lot of money — and calories!

### Get Moving

Build physical activity into your life. Start at a comfortable level, and once you get the hang of it, add a little more activity each time you exercise. You should include aerobic activity as well as strengthening exercises (sit-ups, push-ups and weightlifting). Physical activity increases your chances of living longer; helps control your blood pressure, blood sugar and weight; raises your "good" cholesterol; and can prevent heart disease, colorectal cancer and Type 2 diabetes.

Aim for 2 hours and 30 minutes of activity each week. If you don't have time for 30 minutes of exercise at one time, get moving for shorter 10-minute periods throughout the day.



## Watch Your Weight

To stay at a healthy weight, you need to balance the calories you eat with the calories you burn. To lose weight, you need to burn more calories than you eat. A healthy diet and physical activity can help you reach your goal. It is also important to eat smaller portions, which can be accomplished with the following:

- Eat small, healthy snacks throughout the day, such as baby carrots or a handful of unsalted almonds. This will keep you from overeating at mealtimes.
- Serve food on smaller plates.
- If you are at a restaurant, consume only half your meal and take the rest home.
- Eat slowly – this will give you more time to feel full.
- Don't eat in front of the TV. It's harder to keep track of how much you are eating.

If you're overweight, the first step in getting healthy is to make a promise to yourself to eat better, move more, and get support from family and friends. Try losing 1 to 2 pounds per week. Don't know if you're overweight? Calculate your body mass index, or BMI, at [www.nhlbi.nih.gov/bmi](http://www.nhlbi.nih.gov/bmi).

## Get Enough Calcium

One out of every two women and one in four men over the age of 50 will break a bone in their lifetime because of osteoporosis. Calcium helps to keep your bones strong and less likely to break. Adults ages 19 to 50 need at least 1,000 mg of calcium daily. To get more calcium into your diet, try the following:

- Eat foods with calcium, such as fat-free or low-fat milk and yogurt, spinach and greens, tofu made with calcium, and orange juice with added calcium.
- Take a calcium pill daily (talk to your doctor before choosing this option).
- Check the label on the foods you buy: the best choices are items that have at least 20 percent DV of calcium.
- Make sure you're getting vitamin D, which aids in calcium absorption. You can get vitamin D in salmon, milk, some yogurts, and vitamin D pills.

There are no signs or symptoms of osteoporosis; in fact, you may not know you have it until you break a bone. This is why getting enough calcium is so important. If you are 65 or older, you should get a test to find out your bone strength (called a bone density test).

You may be at a higher risk for osteoporosis if you:

- Have a small, thin body size
- Have an eating disorder (or are recovering from one)
- Have a family history of the disease
- Do not exercise regularly
- Have low estrogen levels (women) or low testosterone levels (men)

## Manage Stress

Many things can cause stress, but the most common include unexpected changes such as having an argument or getting lost; issues such as divorce, discrimination, illness or money problems; or even good changes such as a promotion at work. When people are under stress, they may feel worried, irritable, depressed and unable to focus. Other signs of stress include headaches, trouble sleeping, weight gain or loss and back pain. It is important to manage stress in order to sleep better, improve concentration, get along better with family and friends, lessen neck and back pain, and have an overall feeling of calmness. Follow these tips in order to better prevent and manage stress:

- Plan your time. Think ahead about your day and write a to-do list. Decide which tasks are most important and complete them in that order.
- Prepare yourself. Be ready ahead of time for stressful events like a job interview or presentation.
- Try deep breathing or meditation. Yoga can also help relax tense muscles.

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**Making  
small  
changes in  
your eating  
habits can  
make a big  
difference.**



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-429

Agenda No. 10.Z.32

Approved: MAY 10 2017

TITLE:



## RESOLUTION AUTHORIZING A CONTRACT WITH DOYLE ALLIANCE GROUP, INC. AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR LIFE INSURANCE COVERAGE

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City ("City") requires the services of an insurance consultant and broker to negotiate and obtain contracts with companies that provide life insurance coverage; and

**WHEREAS**, the City publicly solicited quotes from vendors through a Request for Quotes ("RFQ") and received quotes from Doyle Alliance Group, Inc. and Frenkel Benefits, LLC; and

**WHEREAS**, Doyle Alliance Group, Inc., with an office at 90 Woodbridge Center Drive, Suite 150, Woodbridge, NJ 07095, will provide this service to the City for sixteen-thousand and two-hundred dollars (\$16,200) per year as the City's Life Insurance Broker of Record; and

**WHEREAS**, N.J.S.A. 40A 11-5 (1)(m) authorizes the award of contracts for insurance consulting services in accordance with the requirements of an Extraordinary Unspecifiable Services ("EUS") contract award; and

**WHEREAS**, the City has a need to acquire these services pursuant to a fair and open process, pursuant to of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the Business Administrator has certified that these services qualify as an EUS pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, Doyle Alliance Group, Inc. has certified that they have not made any reportable contributions in the one year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

**WHEREAS**, the resolution authorizing the award and the contract itself must be available for public inspection.

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to award a contract to Doyle Alliance Group, Inc. to provide insurance consulting services to the City at a cost of sixteen-thousand and two-hundred dollars (\$16,200) per year and to be the City's broker of record for purchasing life insurance coverage.
2. The term of the contract shall be for three (3) years, commencing May 11, 2017 and ending May 10, 2020.

City Clerk File No. Res. 17-429Agenda No. 10-Z-32 MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING A CONTRACT WITH DOYLE ALLIANCE GROUP, INC. AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE CITY'S LIFE INSURANCE COVERAGE**

3. This contract is awarded as an EUS in accordance with N.J.S.A. 40A:11-5 (a)(ii) of the Local Public Contracts law because of the reasons stated in the Certification attached hereto.
4. This contract is awarded using a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.
5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and

**BE IT FURTHER RESOLVED** that the above named company and persons shall have full authority to investigate and evaluate the life insurance plans that are presently in effect within the City of Jersey City as to the above mentioned area and the above mentioned company and persons should submit proposals and recommendations accordingly.

I Donna Mauer Donna Mauer, Chief Financial Officer certify that funds in the amount of \$ 16,200. are available in Account No. 01-201-23-220-312  
PO# 125045

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
GADSDEN	/			OSBORNE	/			WATTERMANN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A CONTRACT WITH DOYLE ALLIANCE GROUP, INC. AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR LIFE INSURANCE COVERAGE**

**Project Manager**

Department/Division	Human Resources	Health Benefits
Name/Title	Michaline Yurcik	Director
Phone/email	(201) 547-5217	MYurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Doyle Alliance Group, Inc., with an office at 90 Woodbridge Center Drive, Suite 150, Woodbridge, NJ 07095, will provide insurance brokerage services to the City for sixteen-thousand and two-hundred dollars (\$16,200) per year as the City's Life Insurance Broker of Record.

**Cost (Identify all sources and amounts)**

\$16,200

**Contract term (include all proposed renewals)**

3 years commencing on May 11, 2017  
and ending May 10, 2020.

**Type of award** Extraordinary Unspecifiable Services

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

TO: Municipal Council  
FROM: Robert J. Kakoleski, Business  
Administrator  
DATE: May 4, 2017  
SUBJECT: This is a contract for insurance brokerage services for life insurance coverage.

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Doyle Alliance Group, Inc.  
Cost: \$16,200 per year.  
Duration: 3 years.  
Purpose: Evaluate and assess life insurance coverage.

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

**1. Provide a clear description of the nature of the work to be done.**

Doyle Alliance Group will evaluate the current life insurance plans for all enrollees in an effort to reduce costs for the City.

**2. Describe in detail why the contract meets the provisions of the statute and rules:**

Pursuant to N.J.S.A. 40A:11-5(1)(m), insurance, including the purchase of insurance coverage and consultant services, may be procured in accordance with the requirements for extraordinary unspecifiable services.

**3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**


The performance of the services requires expertise in a variety of fields including having a thorough knowledge and understanding of the insurance industry and life insurance coverage costs.

**4. Describe the informal solicitation of quotations:**

A request for quotes was published on the City's web page. Additionally, the City sent copies of the request for quotes to previously interested vendors. The City received quotes from Doyle Alliance Group, Inc. and Frenkel Benefits, LLC.

**5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

  
Robert J. Kakoleski, Business Administrator

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*

**REQUEST FOR QUOTATIONS:  
HEALTH INSURANCE BROKER**

**Prepared for:**



**City of Jersey City**

---

**Presented by:**



**DOYLE ALLIANCE GROUP, INC**  
Consulting & Brokerage

**90 Woodbridge Center Drive, Suite 150  
Woodbridge, NJ 07095  
866-315-8505  
[www.doylealliancegroup.com](http://www.doylealliancegroup.com)**

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CITY OF JERSEY CITY, NJ  
DEPARTMENT: Administration  
PURPOSE: Insurance Brokerage Services

REQUEST FOR QUOTATIONS  
DIVISION: Human Resources  
DUE DATE: April 11, 2017

Please place the checklist and the required forms which follow at the front of your proposal to facilitate the City's review.

PROJECT: REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE SERVICES TO BE AWARDED AS A CONTRACT FOR EXTRAORDINARY UNSPECIFIABLE SERVICES

RESPONDENT:

Ryan T da

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Administration Review
A. Pay-to-Play Forms	RT	
B. Non-Collusion Affidavit properly notarized	RT	
C. Statement of Ownership Disclosure *	RT	
D. Mandatory Affirmative Action Language (Exhibit A)	RT	
E. Employee Information Report or Form AA302 (submitted only if this is the first time doing business with Jersey City). If it is not the first time, submit the actual Certificate of Employee Information Report or Letter of Federal Approval	RT	
F. Americans with Disabilities Act (Appendix A)	RT	
G. MWBE Questionnaire	RT	
H. Business Registration Certificate	RT	
I. Written Quote	RT	
J. Letter of Intent	RT	
K. Acknowledgement of Addenda *	RT	
L. Original signature(s) on all required forms.	RT	

\* Failure to include these documents with Proposal will result in automatic rejection of Proposal.

Item A. Pay-to-Play Forms

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Acsisure dba Doyle Alliance Group (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding April 11, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Acsisure dba Doyle Alliance Group (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Acsisure dba Doyle Alliance Group

Signed [Signature] Title: President - NJ Division

Print Name Ryan Tola Date: April 7, 2017

Subscribed and sworn before me this 7<sup>th</sup> day of April, 2017.

My Commission expires: [Signature] (Affiant)  
Nancy Kokoszka  
(Print name & title of affiant) (Corporate Seal)

NANCY E. KOKOSZKA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/25/2021

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

Item B. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Ryan Tola - President NJ Division

of the firm of Aegisare dba Doyle Alliance Group

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent)

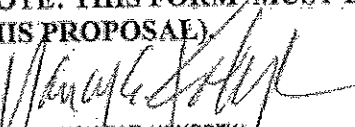
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

April 7, OF 20 17

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF 3-25  
MY COMMISSION EXPIRES: 2021

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)

  
NANCY E. KOKOSZKA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/25/2021

Item C. Statement of Ownership Disclosure

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:** Acisure dba Doyle Alliance Group  
**Address of Business:** 90 Woodbridge Center Drive - Suite 150, Woodbridge NJ  
**Name of person completing this form:** Ryan Tola 07095

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."



The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

### **Part I**

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)  
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)  
☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership  
☒ Limited Liability Company  
☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)  
☐ Other (be specific): \_\_\_\_\_

### **Part II**

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☒ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.  
(Please attach additional sheets if more space is needed):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which Is Publicly Traded:**

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

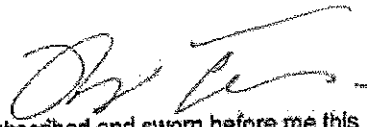
☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

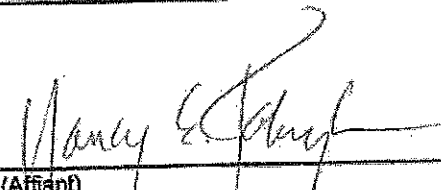
\_\_\_\_\_  
\_\_\_\_\_

  
Subscribed and sworn before me this 7<sup>th</sup> day of  
April, 2017

(Notary Public)

My Commission expires:

NANCY E. KOKOSZKA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/25/2021

  
(Affiant)

Nancy E. Kokoszka  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Acrisure LLC dba Doyle Alliance Group

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

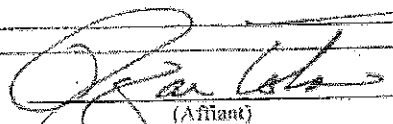
### Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 29th day of July, 2014

(Notary Public)

My Commission expires:

  
(Affiant)

Ryan Tola, President, NJ Division  
(Print name & title of affiant)

(Corporate Seal)

NANCY E. KOKOSZKA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/25/2016

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Ryan Tola / President - NJ Division

Representative's Signature: [Signature]

Name of Company: Acisura dba Doyle Alliance Group

Tel. No.: \_\_\_\_\_ Date: 4-7-17

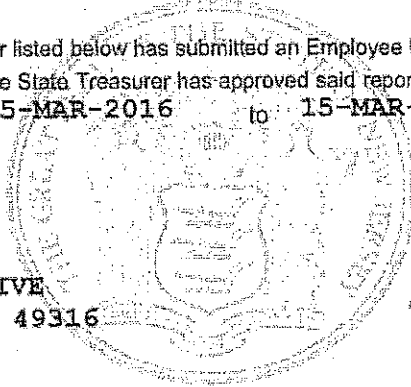
866-315-9505

Certification 1125

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2016** to **15-MAR-2019**

**ACRISURE, LLC**  
**5664 PRAIRIE CREEK DRIVE**  
**CALEDONIA MI 49316**



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

Item F. Americans with Disabilities Act

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the President of Acrisure dba Doyle Alliance Group (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 8121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Ryan Tola - President, NJ Division  
 Representative's Signature: \_\_\_\_\_  
 Name of Company: Acrisure dba Doyle Alliance Group  
 Tel. No.: 908-315-8505 Date: 4-7-17

Item G. MWBE Questionnaire (2 Copies)

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Aerisure dba Doyle Alliance Group  
Address : 90 Woodbridge Center Drive - Suite 150  
Woodbridge, NJ 07045  
Telephone No. : 866-315-8505  
Contact Name : Ryan Tola

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

Definitions  
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY



Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Acrisure dba Doyle Alliance Group  
Address: 90 Woodbridge Center Drive - Suite 150  
Woodbridge NJ 07095  
Telephone No.: 866-315-8505  
Contact Name: Ryan Tola

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

04/28/15

Taxpayer Identification# 263-554-645/003

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

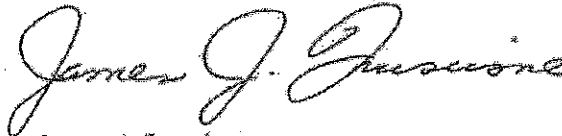
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 82 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
ACRISURE LLC	DOYLE ALLIANCE GROUP	
ADDRESS:	SEQUENCE NUMBER:	
5664 PRAIRIE CREEK DRIVE	1949429	
CALEDONIA MI 49316	ISSUANCE DATE:	
EFFECTIVE DATE:	04/28/15	
04/28/15		
	Director New Jersey Division of Revenue	
FORM BRC This Certificate is not assignable or transferable. It must be conspicuously displayed at your address.		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
XS Group  
2750 Killamey Drive, Ste 202  
Woodbridge VA 22192

CONTACT NAME: Michele Funk  
PHONE (A/C, No, Ext): 616-541-1381 FAX (A/C, No):  
E-MAIL: mfunk@thecampbellgrp.com  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Underwriters at Lloyd's

22837

INSURED CAMPMAN-01

Acrisure, LLC (see below)  
5664 Prairie Creek Dr. SE  
Caledonia MI 49316

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 351987200

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMM'OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
						\$
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions		P039032016	10/1/2016	10/1/2017	Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Acrisure, LLC and any wholly owned subsidiary, division or doing business as now, or hereinafter created.  
RE: Doyle Alliance Group

## CERTIFICATE HOLDER

Insurance Verification

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Randy Amey*

© 1988-2014 ACORD CORPORATION. All rights reserved.

Item I.

## Doyle Alliance Group Compensation

Doyle Alliance Group proposes to provide brokerage and consulting services for City of Jersey City on a commission basis. All the services referenced in this proposal will be provided to the City of Jersey City at a flat commission level capped at \$16,200 for both life insurance policies.

Doyle Alliance Group believes in full financial disclosure and transparency. We also consider ourselves as independent consultants and brokers, and as such will not accept any override, incentive or contingent commissions offered by current or prospective carriers of City of Jersey City.

In addition to this, Doyle Alliance Group is willing to put our commissions at risk to demonstrate confidence in our ability to provide savings to the city. Our expectation is that our negotiations with the current and prospective carriers will provide savings that will dwarf our remuneration and provide a considerable return on investment. In doing so, we guarantee that we will save the city more than our compensation in either renewal negotiations from the incumbent carriers released renewal position or through viable alternative proposals from prospective carriers. If we are unable to provide this savings, we will reduce or eliminate our future commissions by the difference in compensation and achieved savings, if any.

Once again, we are thankful for the opportunity to present our services to City of Jersey City.

**DAG**  
DOYLE ALLIANCE GROUP, INC  
Consulting & Brokerage  
New Jersey Division

April 7, 2017

Attn: Peter Folgado, Purchasing Agent  
Department of Administration  
Division of Purchasing  
394 Central Avenue  
3<sup>rd</sup> floor  
Jersey City, NJ 07307

Dear Mr. Folgado:

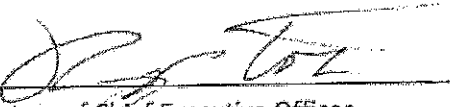
The undersigned as Respondent, has submitted the attached Quote in response to a Request for Quotes (RFQ), Issued by the City of Jersey City (City), dated April 7, 2017, in connection with the City's need for Health Insurance Broker Services.

**Ryan Tola HEREBY STATES**

1. The Quote contains accurate, factual and complete information.
2. Ryan Tola agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. Ryan Tola acknowledges that all costs incurred by them in connection with the preparation and submission of the Quote and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Ryan Tola hereby declares that the only persons participating in the Quote as Principals are named herein and that no person other than those herein mentioned has any participation in this Quote or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. Ryan Tola declares that this Quote is made without connection with any other person, firm or parties who has submitted a Quote, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. Ryan Tola acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have

any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in the RFQ.

7. Ryan Tola acknowledges that any contract executed with respect to the provision of insurance brokerage services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

  
Signature of Chief Executive Officer

Ryan Tola, President – NJ Division  
Acrisure dba Doyle Alliance Group

April 7, 2017

\*if joint venture, partnership or other formal organization is submitting a Quote, each participant shall execute this Letter of Intent.

**Item K. Acknowledgement of Addenda**

**CITY OF JERSEY CITY  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM**

**REQUEST FOR QUOTATIONS FOR INSURANCE BROKERAGE SERVICES TO BE  
AWARDED AS A CONTRACT FOR EXTRAORDINARY UNSPECIFIABLE SERVICES**

The undersigned acknowledges receipt of the following addenda to the Request For Proposal:

**THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM SHOULD BE  
RETURNED WITH PROPOSAL PACKAGE: NOT TO BE SENT SEPARATELY**

**NOTE:** Failure to acknowledge receipt of all addenda will cause the proposal to be considered non-responsive and the proposal will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Section II

### Executive Summary

Doyle Alliance Group is a Full-Service Employee Benefit Consulting and Brokerage Firm. With offices in Woodbridge, NJ & Philadelphia, PA, our firm is one of the fastest growing Employee Benefit services firm in the region. The foundation of our service model includes three very important tenants: providing strategic vision, unmatched customer service and cutting edge technology. **We are committed to providing premium savings, top-tier consulting and best in class value-added services to our New Jersey public sector clients that we feel are unmatched in the marketplace.**

With the advent of P.L. 2011, Chapter 78 requiring employees to contribute toward the cost of healthcare premiums, the delivery of healthcare coverage will change dramatically over the course of the next several years. As the landscape of contributions and plan design offerings evolve into a more complex, choice-driven environment that more closely mirrors private-sector strategies, it is more important than ever to ensure the city is represented by a firm that has the expertise in a client base of large-size public, not for profit and private sector employers.

We believe we are uniquely qualified by our people, our experience in the New Jersey public sector marketplace, our client base and the flexibility and nimbleness of our business model. Our firm has been designed to operate and excel in the post-healthcare reform environment, bringing to the table several new tools at our client's disposal. As you will see throughout our proposal, we have featured the capabilities of a new Employee Contribution Calculator, designed specifically to assist with the implementation and financial impact of P.L. 2011, Chapter 78 employee contributions. We look forward to the opportunity to demonstrate it to you.

Our firm's abilities to support the City of Jersey City are unique. Our consultants have experience in managing benefit plans from many different industries and funding arrangements, including traditionally funded insurance, minimum premium funding, self-funding, financial analysis, collective bargaining negotiations, the



budget and marketing process, and plan implementation. Our team members bring a wide array of experiences developed at many of the largest national brokerage and consulting firms and regional public entity niche brokerages, where they were trained in underwriting and the methodologies that many insurers utilize in their proposal and renewal practices for both public and private sector employers. In addition to this, our Chief Executive Officer and key employees have worked with New Jersey public sector employers across the state dating as far back as the early 1990's.

Through the remainder of this proposal, we will demonstrate our capabilities for the following services:

- Development of Long Range Health & Welfare Strategies
- Budget Preparation
- Renewal Planning and Marketing Process
- Provider Network Analysis
- Renewal and Proposal Negotiations
- Collective Bargaining Negotiations & Plan Design Capabilities
- Contract & Plan Document Review
- Invoice & Dependent Audit & Reconciliation
- Legislative Updates (including P.L. 2011, Chapter 78 & PPACA)
- Benefits Statements
- Wellness
- Dedicated Customer Service & Call Center

**Please note that Doyle Alliance Group has reviewed and confirms its compliance with the City of Jersey City's Scope of Services as outlined in the RFQ Section 3, Subsections 3.1 through 3.7, compensation arrangement as illustrated in Section 4.4, and all other stipulations and requirements throughout the RFQ.** We thank the City of Jersey City for allowing us to present our capabilities and look forward to reviewing our proposal with you.

## **Section III**

### **Administrative Information Requirements**

- a. An Executive Summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.**

Please see our Executive Summary in Section I of this proposal.

- b. Name, address and telephone number of the firm or firms submitting the Proposal Statement pursuant to this RFQ, and the name of the key contact person for this RFQ.**

Doyle Alliance Group, Inc., with a servicing office in Woodbridge, New Jersey, is issuing this Proposal Statement. The Key Contact for this proposal is Ryan Tola. Contact information is listed below:

Ryan Tola  
President, New Jersey Division  
Doyle Alliance Group, Inc.  
90 Woodbridge Center Drive, Suite 150  
Woodbridge, NJ 07095  
Phone: 866-315-8505  
Email: [Rtola@doylealliancegroup.com](mailto:Rtola@doylealliancegroup.com)

- c. A description of the business organization (i.e. corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure:**

- 1. Provide the names and business addresses of all Principals of the firm or firms submitting the Proposal Statement. For purposes of this RFQ, "Principals" mean persons possessing an ownership or interest in the company. If the Respondent is a corporation, "Principals" shall include each investor who would**

**have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.**

Doyle Alliance Group, Inc. is an S Corporation with three principal shareholders, which are listed below, and disclosed on the Statement of Ownership, included in Section III:

Ryan Tola, Woodbridge Center Drive, Suite 150, Woodbridge, NJ  
Robert Cola, 123 South Broad Street, Suite 830, Philadelphia, PA  
Francis Doyle, 123 South Broad Street, Suite 830, Philadelphia, PA

- 2. If a firm is partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal Statement. Describe the approval process.**

Doyle Alliance Group, Inc. is not a subsidiary of any other firm.

- 3. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.**

Doyle Alliance Group, Inc. is not a partnership and is not issuing its Proposal Statement as a joint venture with any other organization.

- 4. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.**

Doyle Alliance Group, Inc. is in compliance with all applicable affirmative action requirements. We have included in Section I a copy of our New Jersey Certificate of Employee Information Report as evidence.

**e. The number of years the business organization has been under the present name.**

Doyle Alliance Group was incorporated in 2010, and has been in business for approximately 3-1/2 years.

**f. The number of years Respondent has been under the current management. If Respondent is a Corporation, please provide a current list of corporate officers.**

Doyle Alliance Group has been under the current management since inception. Corporate officers are Ryan Tola, Robert Cola and Francis Doyle.

**g. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.**

No.

**h. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.**

Doyle Alliance Group is not and has not been involved on any bankruptcy or reorganization proceedings.

**i. Confirm appropriate federal and state licenses to perform activities.**

Confirmed. Doyle Alliance Group is fully licensed to perform the required activities as illustrated in this proposal.

**j. An Executed Letter of Intent.**

We have included our Letter of Intent in Section I, along with all other required forms.

## **Section IV**

### **Professional Information Requirements**

- a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:**

**1. Description and scope of work by Respondent;**

Employee Benefits has never seen such a confluence of changes, both on the federal level with the Patient Protection & Affordability of Care Act (PPACA) and state level with the New Jersey P.L. 2011, Chapter 78 Healthcare Reform Act, will drastically affect public sector benefit plan offerings, contributions, choices and funding. As collective bargaining contracts expire and upcoming renewals approach, it is of critical importance that you are advised and positioned properly to ensure the district is able to fully understand and comply with all of the state and federal legislation that will drastically impact your employee benefits package.

In addition to the standard scope of services you would expect from your broker, we also have the ability to provide enhanced services that are unmatched in the public sector brokerage community. This includes a custom Employee Contribution Calculator, an in-house claims resolution center and access to industry-leading benefits administration systems, which can be accessed by your administrative staff and employees alike.

We feel that our extensive leadership experience, the expertise of our service team, our client base and business model allow us to stand out in comparison to our competitors. For example, has your current health benefits consultant advised you on the district's responsibilities as a result of PL 2011, Chapter 78? The consultants on our staff are completely informed on the impact of healthcare reform, created software tools capable of calculating the new contribution scenarios, and are ready to advise the district on implementation. Our consultants

and have between ten to twenty-five years of experience individually in the New Jersey public sector arena, and as much as thirty years of experience in the employee benefits field.

Listed below is our approach to the City of Jersey City. Should the City of Jersey City require additional information regarding our scope of services, we would be happy to expand on any topic.

## **Scope of Services**

### **Development of Long Range Health & Welfare Strategies**

With the implementation of P.L. 2011, Chapter 78 Healthcare Reform Act, it is more important than ever to ensure you have a long range benefit strategy in place to manage your plan offerings. The first step in the strategic planning process is to provide you with the information you will need to make informed decisions based on comparative public sector plan designs, specific funding arrangements and the appropriate review of your specific plan data. This includes the review of claims and utilization data, provider discount and access data, prescription drug & dental data, enrollment data, and high claimant information. Your strategic plan for employee benefits will be the result of an interactive discussion between our consultants and your management team that will result in a clear path for your benefit plans.

Working with your management team we will establish short and long-term goals for your benefit plans based on: budget constraints, risk tolerance, benefit level targets, and administrative load.

Our goal is to provide you with a strategic plan that will identify goals that will be consistently compared against the performance of your plans. We recommend that our clients make employee benefits management a strategic initiative. By defining objectives and developing an action plan based on meeting those objectives, we ensure an organized, complete approach to

fulfilling your benefits needs. Our careful strategic planning services include ongoing evaluation of all your plan's characteristics — such as access, service, choice and price — to ensure a proper balance is achieved. Strategic planning also shields your plan from becoming obsolete as new trends and market factors emerge.

### **Budget Preparation**

Doyle Alliance Group will assist in the fiscal year budgeting process by providing renewal projections that are both aggressive and as accurate as possible. In many instances we will continually update our projections as additional data becomes available. **Our goal is to provide the most realistic and aggressive projections as possible.** Our budgeting process combines the review of carrier-released projections (if carriers release them) along with our own custom underwriting calculations. Our underwriting calculations utilize your actual claims data and utilization, along with historical and future projected reinsurance and retention charges, and reserve adjustments.

**Our projections do not just illustrate expected renewal rate actions, but also give a full financial snapshot of your benefit plans, including current enrollment, contributions (if any) and expected contributions for the upcoming fiscal year based on every required contribution scenario.** We incorporate your actual census enrollment levels, employee salary and date of hire and load the data into our custom Employee Contribution Calculator to determine the comparison of 1.5% of salary, P.L. 2011, Chapter 78 contribution requirements and any current collective bargaining language to determine each employee's actual & projected contributions. This provides an extremely accurate projection of true cost for the City as you prepare your budget.



**Renewal Planning and Marketing Process**

As the budgeting process leads to the renewal, it is important to have a solid renewal plan in place. We always keep our clients informed on a monthly basis with claims experience reports, which assists us in constantly communicating the financial health of the benefit plans. The actual renewal planning and process, including budgeting, can take as long as six months.

The key to a successful renewal negotiation & marketing analysis begins with a thorough review of the current benefit plan designs prior to submitting to the marketplace. With the advent of P.L. 2011, Chapter 78, now is the best time to begin offering alternative plan designs on a voluntary basis for employees to consider. A close examination of your current plans and the development of new, less costly plan designs are critical to the City and its employees as the contributions continue to phase in over the course of the next four years and beyond. Our forward thinking, expertise and assistance in this area is critical in developing the right approach as you head into the renewal and marketing process.

Once the City of Jersey City's goals and objectives are determined, we will reach out to the insurance marketplace to find the best insurance carrier(s) that will meet your needs. Doyle Alliance Group has strong working relationships with all the major insurance carriers in the marketplace, managing New Jersey public sector clients that are either insured or self-funded by all of the major carriers. We are proud of our diversity within the carrier marketplace, representing clients with the following carriers: USABLE, Dearborn National, Guardian, MetLife, Mutual of Omaha, Reliance Standard, The Hartford, Standard, Unum, Horizon Blue Cross Blue Cross of NJ, CIGNA, United HealthCare (Oxford), Aetna, AmeriHealth, Benecard Services, Express Scripts, OptumRx, Horizon Dental and Delta Dental. We maintain current and up-to-date information on all insurance carriers and vendors through the use of Moody's, A.M. Best ratings and Standard and Poor's.

We prepare thorough, detailed bid specifications for distribution to the entire carrier marketplace during our Request for Proposal process. Our objective is simply to package the necessary information in a clear and concise manner in order to ensure the best possible result. Our bid specifications are written to ensure that all competing insurance carriers are quoting on the same programs and under the same conditions. The bid specifications also include a comprehensive questionnaire to which the prospective bidder must respond. The questionnaire addresses all of the qualitative issues that must be examined before a change in carrier or administrator is recommended. We also require bidders to comply with HIPAA Privacy Standards of Confidentiality and require bidders to submit bids without cost to the City.

Once the carrier proposals have been submitted, we categorize and evaluate all of the responses in a single format to simplify your decision making process. In addition to the financial strength of the proposal submitted, factors that we also evaluate in the RFQ include, but are not limited to, discounts, customer service capabilities, administrative requirements, and the financial strength of the organization bidding. We will create easy to follow exhibits, including cost/financial models, plan comparisons and other pertinent data comparisons.

### **Provider Network Analysis**

Anytime a change in carrier is considered, it is important to perform an analysis of both the current and prospective carrier's network discounts and potential disruption of access to hospitals and providers. While other firms may only examine the network in terms of overall participating providers in any given geographic location (via participant counts and/or GeoAccess reports), our firm provides this information, but also takes it several steps further. We specialize in providing true network and discount analysis based on data specific to our client (when available). This includes separating discounts by inpatient hospital, outpatient hospital and physician services.

We initially ask all carriers, both prospective and incumbent, to provide their New Jersey-specific discounts, along with the local New York and Pennsylvania border providers that employees may cross the river to utilize. In addition to this, we also ask for a paid claim report that includes group-specific data over the past twelve months. This data should include provider names and Tax-Identification Numbers, along with the number of claims filed and the dollar amount paid for each provider. Once we receive this data, we provide the information (less specific client claim and dollar amounts) to the carrier marketplace to determine network status of each provider.

As responses come in, we load the data back into our database and analyze the results. We produce a summary page that illustrates the network match percentage and discount gained/lost between each carrier. We sort this data and show the results via the weighted percentage of both number of claims and dollars paid. The weighted percentage of number of claims shows the true disruption to the participants, while the weighted percentage on actual dollars paid shows the financial impact to the employer. This process helps illustrate the true long-term viability of an alternative carrier, regardless of the financial proposal for any one given year.

## Finalist Meetings

Keeping in mind that if selected, the carrier finalist will be working closely with the City of Jersey City. We feel strongly that you should meet the team with whom you will be working. We can assist you in conducting finalist presentations, where we request the carriers to make formal presentations outlining their proposals, and give you the opportunity to ask the questions that are important to your organization and employees. We also can assist you in checking carrier references to ensure that the carriers are living up to the promises made to their current clients.

Should a change in carrier be warranted, Doyle Alliance Group will be involved in every step of the implementation process and will make sure the new carrier

has all the data necessary to successfully implement the plan. Our support does not end at implementation. We will provide your organization with assistance in many of the post-implementation tasks that are required once a carrier change or plan change is implemented. These services include, but are not limited to, the resolution of claims and billing issues (for both current and prior carriers), assistance with ID card issues and confirmation of enrollment headcounts.

### **Renewal and Proposal Negotiations**

The RFQ process runs concurrently with the renewal review and negotiation process. We feel that our ability to negotiate renewals on behalf of our clients is second to none. The tactics that we utilize are a culmination of several different disciplines, and any or all of which may be utilized to obtain the best possible result for our clients. This includes analyzing the results of our RFQ process, and utilizing our team's prior experience as underwriters to break down the renewal. This entails a complete review of the intricate sub-components of the renewal calculation, and questioning all aspects of the financial calculations with the carrier's underwriting department.

Every year, our goal is to ensure our clients receive the lowest possible renewal terms from the incumbent carriers and the most attractive proposal terms from prospective carriers to ultimately ensure the City is paying the least amount possible for healthcare coverage, regardless of funding arrangement.

**By utilizing our methods, we are proud to report that we were successful in reducing our public sector client renewal rate actions by over 58% this fiscal year. Our overall public sector average increase was approximately 6%, which is less than half of industry trends.** In addition to this, we were able to deliver a two year medical rate continuance to one of our largest school district clients, which provided the same medical rates for a three-year span through June 2014.

At the conclusion of our renewal and marketing process, we create a full, approximately 40 page report for your review that includes the following information:

- A full write-up of the marketing and renewal process, including carriers solicited, financial performance of the current plans, all on an individual line of overage basis.
- Renewal & alternative proposal recommendations.
- A full array of financial exhibits, including current, budgeted and negotiated rates and premium, along with alternative carrier proposals, on either an insured or self-funded projection basis.
- Claims experience reports, provider file match reports, high level claimant reports and a full array of utilization reports.
- Full financial compensation disclosure.
- Full Description of Services available through Doyle Alliance Group.

### **Custom Employee Contribution Calculator**

Our Employee Contribution Calculator is a special tool that we developed in-house that has proven extremely useful in calculating current employee contributions required for plan participation. We have already utilized this tool for our public sector clients to assist with uploading each employee's specific contribution amount to payroll providers and calculating initial and phase-in renewal contributions for the budgeting & renewal process. We also utilize the program to assist in the collective bargaining process, which we will illustrate later in this proposal.

Our calculator takes your employee information – i.e. employee id, name, chosen plan, enrollment tier for each line of coverage separately, salary, date

of hire and union affiliation to determine each employee's individual calculation amount. It is pre-built with the P.L. 2011, Chapter 78 employee contribution table weighted by enrollment tier, salary and date of hire, along with all of your monthly rates for each line of coverage. It also automatically calculates the comparative minimum 1.5% of salary and any other combination of currently collectively bargained contribution requirements, if any. After all scenarios are automatically calculated and compared, it calculates the annual, monthly and per-pay-period calculations based on the highest contribution of each scenario, as required by the new legislation.

In addition to this, it also calculates new hire and termination procedures for ten month employees, as they will pay for twelve months of coverage via a ten month annual salary. Determinations must now be made to ensure employers are charging employees appropriately based on amount of months worked. Does the City charge over ten months the cost of coverage retroactively or prospectively? Also, special calculations must be created for new employees starting September 1<sup>st</sup> who will be paid an annual salary in ten months, but should only be deducted for ten months of premium through employee contributions. Our program takes this into consideration.

Lastly, we have utilized our Calculator as an effective tool to assist employees in determining the associated contributions in choosing their plan and enrollment levels during Open Enrollment.

### **Carrier Dispute Resolution**

As your benefits consultant / broker, part of our job is to work as your liaison to your providers in every aspect of their service delivery. This includes our ability to resolve disputes on every level, whether it is billing or enrollment issues, rate discrepancies, COBRA billing problems, contract disputes, claim issues, benefit interpretation, grievances and everything in between. We commit to either assisting the City in resolving disputes in either a lead or supporting capacity, whichever is preferred by administration on any issue.

**Employee Presentations**

This response will describe in detail our capabilities in performing smooth, seamless transition for Open Enrollments, union information sessions, custom benefit descriptions and kits, along with personalized individual sessions with employees.

Doyle Alliance Group routinely initiates, coordinates and conducts Open Enrollment meetings & consultations for our clients. This involves making group presentations, producing communication materials, and answering questions. We frequently utilize a variety of media during these presentations including, power point presentations, our custom Employee Contribution Calculator and paper documents.

We are available and prefer to work with our clients to perform Open Enrollment presentations. We usually conduct these open enrollment meetings annually in the month prior to the plan renewal. We've found these meetings beneficial in increasing employee awareness of their healthcare benefits package. With employee contributions now being a part of the enrollment decision making process, we have created a special employee consultation worksheet that assists employees by automatically determining their contribution across all offered plans and enrollment levels. The employee simply inputs their date of hire and salary, and the worksheet automatically calculates all benefit election possibilities and contributions under the new law in comparison to their 1.5% of salary minimum contribution. We have received positive feedback from employees at other clients that this worksheet has been critical in understanding the personal impact of the contributions and how it affects their plan and enrollment selection.

In addition to assisting the Board with the employee relations aspects of plan installation, we will also assist our client's administrators to make sure that all aspects of the benefit plans are installed correctly with the respective insurance carriers. This includes but is not limited to making sure the each carrier's bid

matches the actual design of the plan, and assuring that all financial aspects of the program are in line with the proposed rates and financial arrangements.

### **Collective Bargaining Negotiations & Plan Design Capabilities**

In our collective bargaining participation, we can assist in creating and modifying your plans to ensure effective cost control through the course of the ratified contract. This component of our services is probably the most important, as any changes that are implemented will be in place for multiple years.

As Doyle Alliance Group currently handles several large New Jersey public entities, we are uniquely qualified to provide information on recent collective bargaining issues and results. In addition to this, we have access to several other local current collective bargaining contracts to assist our clients in benchmarking their current plans.

With the expiration of the City of Jersey City's collective bargaining agreement, P.L. 2011, Chapter 78 New Jersey Pension & Healthcare reform will become effective immediately. At a minimum, employees will now pay 1.5% of their salary as a contribution for participation in the benefits plans, or as much as 35% of premiums phased in over four years for current employees (depending on employee salary). This will automatically affect your upcoming collective bargaining negotiations.

In an effort to assist our clients in quantifying the value of this drastic change in public sector health benefits through the course of the next collective bargaining agreement, we have modified our Employee Contribution Calculator to accurately project expected contributions for the life of the next bargaining agreement. We utilize your current employee data and annual healthcare trends incorporate the phase in of the new schedule, and can even load in your current salary guide to help determine the effect of step movement in conjunction with the potential increment increase.



We feel that when you consider all of your options during negotiations, it is important to consider the latest trends and changes in the private sector as well. Because our client base consists of both public and private sector clients in the tri-state area, Doyle Alliance Group is uniquely qualified to assist in bringing new and innovative ideas to the process.

We will assist the Negotiations Committee with all aspects of the collective bargaining process, from research and planning, to benefit decrement pricing and presentations to the union representatives. Benefit decrement pricing is more than just asking carriers to issue percentage savings. We also ask incumbent carriers to provide group-specific utilization reports that will illustrate areas of high utilization. This report allows us to focus on recommending changes that will provide the greatest financial impact based on actual benefit utilization. It also allows us to challenge carriers on conservative decrements for any given change.

As with any process, communication is critical. We often request to present with you at the collective bargaining table so we can clearly outline the proposed changes and allow the union to ask specific questions as to how it would impact their membership. We find that this process allows a higher comfort level on both sides of the table to ensure full disclosure of the employee impact of all proposed changes. Ultimately, our goal is to provide valuable recommendations that will allow the City to take full advantage of negotiating the best possible contract terms with its employees.

### **Contract & Plan Document Review**

Doyle Alliance Group performs full contract review regardless of whether actual insurance applies or only administrative services are provided. We will review all aspects of our client's vendor contracts in an effort to verify accuracy and protect our clients from unfavorable terms. Specifically, our analysis and recommendations will include a thorough review of the following areas:

- Termination Provisions

- No Loss/No Gain Provisions
- Eligibility Provisions
- IBNR Reserve Liability
- Benefit or Coverage Exclusions
- Actively-at-Work Provisions
- Pre-Existing Conditions Limitations
- Contract Length
- Automatic Renewal

We will work with your vendors to ensure proper contract terms are met and implemented within the contract or as an amendment.

On an annual or as-needed basis, Doyle Alliance Group will review all of your plan documents to ensure all applicable laws & mandates are included. Our review process also verifies that all plan benefits are clearly outlined within the Summary Plan Descriptions (SPD's) & booklets, and that they are consistent with the required level of benefits as outlined in your Collective Bargaining Agreement. We also compare your current documents to previously issued booklets to ensure adherence to equal to or better than contract language.

As you may already know, health plans have been subject to major overhauls of how benefits are to be offered and administered in recent history. We are in an industry of continual change, and it is important to ensure your Plan Documents, Summary Plan Descriptions, insurance contracts and Collectively Bargained Agreements are all in compliance.

We also maintain key relationships with local law firms that have focused business segments dedicated to the interpretation of federal and state legislation, and also receive legislative updates from carriers via their published briefs as they become available.

### **Invoice & Dependent Audit & Compliance Services**

Doyle Alliance Group can conduct regular monthly invoice auditing to ensure only members of your benefit plans are covered, and that all terminations & employee additions have been completed. This usually requires our clients to provide us with a payroll or enrollment file that accurately reflects who should be covered on the benefits plan. We then electronically compare the file with each carrier's enrollment records to ensure there are no discrepancies. It is critical to perform this type of audit on a regular basis, as carriers continue to shorten the amount of time allowed for a retro-adjustment to enrollment status.

Dependent audits are also valuable, and can be performed at the end of the year of which dependents will "age-out" of the plan. With Healthcare Reform and the extension of coverage availability for dependents until they reach age 26, it is important to make sure your plan is in compliance with terminating coverage and offering COBRA and/or Dependent to age 31 coverage within the regulatory timeframe.

In addition to this, Doyle Alliance Group will also coordinate and/or perform all GASB45 Filings and attestation, Medicare Part D or EGWP filings and actuarial attestations & ERRP audits as a part of this proposal at no cost to the City.

### **Legislative Updates**

Health plans have been subject to major overhauls of how benefits are to be offered and administered in recent history. Aside from the Patient Protection and Affordable Care Act and New Jersey Pension & Benefit Reform, there have been five new state mandates issued by the state of New Jersey in the last three years alone. We are in an industry of continual change, and it is important to make sure that you are represented by a firm that has the resources in place to prepare its clients for the upcoming changes that will be required in the future.

Insurance market reforms take effect almost immediately as well as some employer provisions. It's important that clients carefully consider some of the upcoming decisions and are educated with regard to all of the factors that surround Healthcare Reform.

We find the legislative updates are extremely useful in not only keeping clients abreast of all the latest information surrounding healthcare, but also informative pieces tailored to specific issues that our client must address.

### **Benefit Statements – (Hidden Paycheck)**

Doyle Alliance Group can produce benefit statements, provided that we are given access to all the required data. If you would like us to provide benefit statements to employees, we will work with you on:

- the content of statements
- the design of the statements
- performing the necessary calculations
- production of the statements

Benefit statements can be an effective way to communicate the value of the plans that our clients offers to employees, and the cost to our clients to provide these benefits. The statements can be designed to include some or all of our client's benefit plans (health and welfare and retirement).

### **Wellness Services**

Doyle Alliance Group provides employers with a broad array of wellness solutions that help employees lose weight, get fit and make other healthy lifestyle changes. Our programs are designed to reduce risk of disease, prompt employees to take an active role in their care and make informed decisions

about their healthcare. Our goal is to educate, motivate and guides employees in making healthy lifestyle changes.

### **Health Risk Assessments**

A Health Risk Assessment is an online, completely confidential questionnaire that helps employees identify risks for diseases and conditions. Employees receive an easy-to-understand personalized summary of their risks along with suggestions for reducing risks. In addition, the summary includes factors such as emotional health, dental health, stress and pain scores. It is a useful tool in managing your health.

### **Personal Health Record**

The Personal Health Record (PHR) is a dynamic, online tool designed so members can easily access and track their medical history. The PHR captures the important health information a physician or emergency personnel might need to make informed decisions regarding a member's care.

Personal Health Records usually include:

- Basic personal information and medical insurance coverage
- Immunization records
- Personal and family medical history, including allergies
- Specialized forms for chronic conditions
- Medicine Cabinet keeps track of all medications

### **Claims Resolution Services and Call Center**

Doyle Alliance Group, Inc. routinely assists our clients with customer support services that will aide employees and administrators with many aspects of ongoing employee inquiries and problem resolution. These services include, but are not limited to the following:

- Claim Resolution
- Eligibility Issues
- Billing Problems
- Provider Network Inquiries

- COBRA Issues
- Claim Appeals
- HIPAA Certificates
- NOCC Certificates
- ID Card Problems
- Pre-Certification Assistance
- Plan Design Education
- Disease Management Education
- Claim Form Assistance
- Enrollment form Assistance

Doyle Alliance Group will provide City of Jersey City employees with toll-free telephone access to our benefits specialists. Employees can use this access to inquire about their benefits. The availability of toll-free access to live specialists can be extended beyond the normal servicing hours (8:30 a.m. to 5:00 p.m. EST, Monday through Friday) when necessary throughout the year. We also include a Wallet-size ID Card that illustrates our phone number and dedicated City of Jersey City-specific email address, along with the carrier's contact information and group numbers.

With the leadership and direction of Priscilla Knerr, we are prepared to assign a team of dedicated benefits specialists to service the City of Jersey City. These experienced specialists are completely knowledgeable on all New Jersey domiciled benefit plans, and specifically school-board benefit plans. In doing so, each employee will be able to receive knowledgeable, accurate assistance regarding the specifics of your plan. When employees call our call center, they will be connected to trained experts who understand their specific plan and are available to assist and serve them.

As part of this service offering, our staff will provide assistance on all claim matters working directly with employees and insurance carriers to resolve outstanding issues. City of Jersey City employees will have access to our call center for problem resolution, enrollment questions and benefit inquiries. The call center staff is trained to pursue an issue until they achieve full

resolution, bringing in everyone they need to get the job done. Unlike other call centers, we don't gauge performance by call volume and number of calls taken per shift, we gauge performance by how well our staff can resolve the employee issue. This means that our staff is working in the best interest of your employees - not their own personal agenda or quotas.

What's more, when your employees speak with our call center staff, they'll be dealing with a professional who's had hours of classroom time specific to their job function.

**2. Name, address and contact information for any references; and**

Listed below are seven public sector client references. Please feel free to contact them directly and note that additional references can be provided if necessary:



**Woodbridge Township Board of Education**

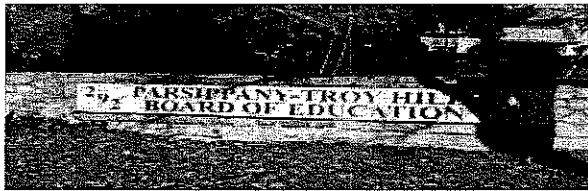
1,500 Employees, Medical, Rx, Dental & Vision coverages, Fully Insured,  
Traditionally Funded

Brian Wolferman, Business Administrator  
School Street  
Woodbridge, NJ 07095  
732-602-8536



200 Employees, Medical, Rx (Central Jersey Health Insurance Fund) & Dental coverages, Fully Insured

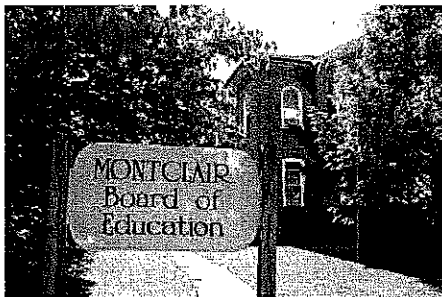
Frederick Carr, Borough Administrator  
48 Washington Street  
South River, NJ 08882  
732-257-1999



**Parsippany – Troy Hills Board of Education**

1,100 Employees, Medical, Rx, Dental & Vision coverages, Fully Insured, Traditionally Funded

LeRoy Seitz, Superintendent of Schools  
292 Parsippany Road  
Parsippany, NJ 07054  
973-263-7200



**Montclair Public Schools**

1,000 Employees, Medical, Rx, Dental & Vision coverages, Fully Insured, Minimum Premium Funded



Ronald E. Bolandi, Interim Superintendent  
22 Valley Road  
Montclair, NJ 07043  
973-509-4010

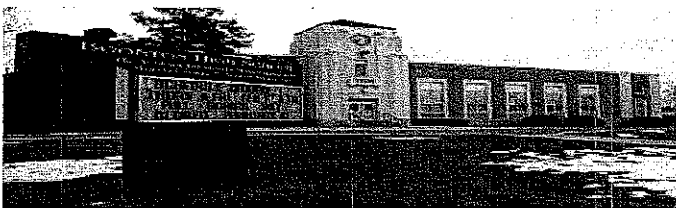


**BERGEN COUNTY**  
NEW JERSEY

**County of Bergen**

3600 Employees, Medical, Rx & Dental coverages, Self Funded

James Tedesco III, County Executive  
Bergen County  
One Bergen County Plaza  
Hackensack, NJ 07601-7076  
Phone: 201-336-6000



**Boonton Town Board of Education**

250 Employees, Medical, Rx & Dental coverages, Fully Insured, Traditionally Funded

Michael Neves, Business Administrator  
433 Lathrop Road  
Boonton, NJ 07005  
973-335-3994



**South River Board of Education**

250 Employees, Medical, Rx, Dental & Vision coverages, Fully Insured, Retrospectively Funded

Ken Kokoszka, Business Administrator  
15 Montgomery Street  
South River, NJ 08882  
732-613-4000, x232

**3. Explanation of perceived relevance of the experience to the RFQ.**

We feel that our experience in a custom approach to the management of our client's second most expensive budgetary line item – Employee benefits, is extremely relevant to your selection of an insurance broker. Throughout this response, we have provided our historical background in providing proven results for our clients, and look forward to the opportunity to personally review and demonstrate this experience with you.

**b. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.**

As you will see our response to (a.) we have several New Jersey public sector clients that are similar in size and scope of the City of Jersey City. We also handle several not-for-profit and private sector accounts that utilize self-funding and cover as many as 15,000 members in the tri-state area. We currently have over \$150 million in premium and 30,000 covered lives spread across our client base. Our experience with large groups and self-funding makes our firm uniquely qualified to manage a large self-funded municipality such as the City of Jersey City.

**c. Resumes of key employees.**

At Doyle Alliance Group, we believe that a team approach to client management is essential to ensure a client has constant access to our team of professionals, and that everyone on the team is fully up to speed on all of the issues affecting our clients. In an effort to ensure the highest level of service, City of Jersey City will have three Account Managers assigned to handle all aspects of service delivery, along with an employee call center that is described in more detail later in this proposal. Ryan Tola will be assigned as the Managing Consultant, with direct responsibility of the entire team. Mary Hlywiak will serve as the Senior Account Manager and Priscilla Knerr as the Senior Benefit Specialist.

Mr. Tola will be the lead consultant and oversee all projects, presentations, and work product. Mary Hlywiak will work as the day-to-day Account Manager, handling all requests and services as outlined in our proposal and as illustrated in our scope of services. Priscilla Knerr will head up our claim resolution team and call center.

Listed below is the Curricula Vitae of the managerial and consulting staff of Doyle Alliance Group that would be assigned to the city of Jersey City:

**Francis L. Doyle, III – President and CEO**

Mr. Doyle is President and CEO of Doyle Alliance Group and has more than thirty-five years of experience in the employee benefits field. Prior to his current tenure at Doyle Alliance Group, he operated an employee benefits consulting firm that was acquired by a national brokerage firm. Mr. Doyle draws experience from management positions held both in the insurance company home office and national insurance brokerage and consulting industry. His responsibilities have included the development, design and implementation of a variety of health and welfare delivery systems for medium and large-sized employers. Mr. Doyle's past clientele include some of the

largest tri-state employers, as well as providers of medical insurance programs.

Mr. Doyle is recognized as an expert in the managed care field for both employer-sponsored medical plans and integrated worker's compensation medical and disability management. He consulted on the Labor Agreements for the City of Philadelphia and served as Task Force Group Leader on the Governor's Pennsylvania IMPACCT commission that focused on worker's compensation issues. Mr. Doyle has lectured at both the local and national level on Risk Management, Managed Care and Human Resource Management issues.

He received his Bachelor of Arts degree in Economics and Political Science from the University of Pittsburgh. He is a member of the American Society of Chartered Life Underwriters, and has multi-state brokerage licensure for life, health and accident insurance.

#### **Ryan Tola – President, New Jersey Division – Managing Consultant**

Mr. Tola has more than fifteen years of experience in the employee benefits field. He has extensive experience with both public and private sector employers and is our firm's top consultant in the public sector arena. Prior to his current tenure at Doyle Alliance Group, he served as President of an employee benefits consulting division within a large brokerage firm that specialized in New Jersey public sector clients, with management responsibility for over 125 New Jersey school districts and municipalities.

His area of expertise includes collectively bargained benefits plans, financial analysis, and legislative compliance and plan design. Mr. Tola has provided expert-witness testimony in both PERC grievance hearings and collective bargaining arbitration. In addition to this, his plan management capabilities has extended to performing consulting services on Multiple Employer Trusts, Group Health Insurance Funds, self-funded, minimum premium and

prospective insurance plans. He received his four-year Bachelor of Sciences degree in Business Administration from Rowan University in 1998.

### **Mary Hlywiak – Senior Client Manager**

Mary manages public and private sector clients for Doyle Alliance Group. Her responsibilities include delivering timely and accurate financial statements, ensuring that all client programs are properly administered by insurance carriers, managing account relationships, assisting with plan implementation & changes, and acting as a liaison between group administrators and insurance carriers.

Mary has over thirty years of experience in the insurance industry. Mary has a diverse background, including all funding arrangements with public, private and not-for profit employers on both the carrier and consultancy side.

Mary is a registered life & health producer in in the tri-state area, and a member of the National Association of Health Underwriters (NAHU).

### **Priscilla Knerr – Senior Benefit Specialist**

Priscilla Knerr is a benefit specialist for Doyle Alliance Group. She has worked in the industry for over 15 years for employee benefits consulting firms with experience in all market segments. Prior to joining Doyle Alliance Group, Inc. she worked for 2 other local brokerage firms as an account manager working with both producing brokers and retail clients. Her detailed service experience and long-standing carrier contact relationships benefit our clients by facilitating and expediting the day to day service needs of your HR staff and employees.

Ms. Knerr is responsible for implementation and completion of large technical projects such as benefit statements and open enrollment campaigns for multiple state/site employers. Ms. Knerr's organizational skills and successful research techniques allow her to efficiently investigate and resolve challenging benefit questions and service issues, and serve as a direct liaison between

clients and carriers. Ms. Knerr acts as an intricate business partner with her clients.

Ms. Knerr received a degree in Business Administration from Harcum College.

**d. Names and resumes of staff who will be assigned to provide services to the City if the City awards a contract to Respondent.**

Please see the response to (c.) above.

**e. A narrative statement of Respondent's understanding of the City's needs and goals. This narrative should also describe the respondent's proposed project plan.**

Throughout this proposal, we have illustrated our complete scope of services that we provide to our clients. We feel that we are able to deliver the highest quality of consulting services to our clients, each of which have very different and specific needs. We also feel that this response is complete, and in total congruence with your Request for Qualifications.

Our Project Plan will be created based on the immediate needs of the City once an initial meeting is set. Priorities will be set based on upcoming renewal timing, required notice deadlines, and most importantly, a full strategy session that will encompass every aspect of the City's Project Plan for the upcoming year. Once the Project Plan is complete and agreed upon by both the City and our firm, we will keep the City constantly updated on progress and outcomes along the way.

**f. List all immediate relatives of Principals of respondent who are City employees or elected officials of the City.**

No immediate relatives of Principals or respondent of Doyle Alliance Group are city employees or elected officials.

- g. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.**

Please see our list of Public Sector references in response to section 4.3.

- h. Respondents must demonstrate a proven record of providing broker services to municipalities and/or other public sector entities of similar size and complexity to Jersey City.**

As you will see throughout our proposal, we have extensive experience working with a multitude of public sector entities, mostly in the 1,000+ employee range. We handle every possible funding arrangement, and assist our clients with all available government subsidy programs within the employee benefits arena. In an effort to keep this response brief, we ask that you review our RFQ response in its totality, which illustrates our proven track record, client base and knowledge of the public sector. We thank the City of Jersey City for allowing us to respond to this RFQ.

## **Doyle Alliance Group Compensation**

Doyle Alliance Group proposes to provide brokerage and consulting services for City of Jersey City on a commission basis. All the services referenced in this proposal will be provided to the City of Jersey City at a flat commission level capped at \$16,200 for both life insurance policies.

Doyle Alliance Group believes in full financial disclosure and transparency. We also consider ourselves as independent consultants and brokers, and as such will not accept any override, incentive or contingent commissions offered by current or prospective carriers of City of Jersey City.

In addition to this, Doyle Alliance Group is willing to put our commissions at risk to demonstrate confidence in our ability to provide savings to the city. Our expectation is that our negotiations with the current and prospective carriers will provide savings that will dwarf our remuneration and provide a considerable return on investment. In doing so, we guarantee that we will save the city more than our compensation in either renewal negotiations from the incumbent carriers released renewal position or through viable alternative proposals from prospective carriers. If we are unable to provide this savings, we will reduce or eliminate our future commissions by the difference in compensation and achieved savings, if any.

Once again, we are thankful for the opportunity to present our services to City of Jersey City.



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-430

Agenda No. 10.Z.33

Approved: MAY 10 2017



**TITLE:**

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH WESTERBERG OF NJ, INC. FOR MOVING COMPANY SERVICES ON A MONTH TO MONTH EFFECTIVE MAY 15, 2017 NOT TO EXCEED THREE MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS /ADMINISTRATIVE SERVICES**

**WHEREAS**, the City of Jersey City ("City") needs to provide moving company services for various offices; and

**WHEREAS**, Resolution No. 16.363 approved May 25, 2016 authorized the second renewal option of a contract to Nelson Westerberg of NJ, Inc. ("Vendor") for moving company services for the City ("Contract"); and

**WHEREAS**, the term of the Contract ends on May 14, 2017; and

**WHEREAS**, the City has issued a new bid specification for moving services, which original bid reception was scheduled for May 2, 2017; and

**WHEREAS**, certain changes have necessitated that the City issue an addendum to the bid specification and extend the bid reception until May 16, 2017; and

**WHEREAS**, due to the aforementioned addendum and extension it is necessary to extend the Contract on a month to month basis not to exceed three months while the City completes the bidding process; and

**WHEREAS**, the Vendor has been performing the services in an effective and efficient manner; and

**WHEREAS**, the Director for the Department of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, the Vendor has completed and submitted a Business Entity Disclosure Certification which certifies that Vendor has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Vendor from making any reportable contributions during the term of the contract; and

**WHEREAS**, Vendor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

(Continued on page 2)

**MAY 10 2017****TITLE:****RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH NELSON WESTERBERG OF NJ, INC. FOR MOVING COMPANY SERVICES ON A MONTH TO MONTH EFFECTIVE MAY 15, 2017 NOT TO EXCEED THREE MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS /ADMINISTRATIVE SERVICES**

**WHEREAS**, Vendor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the total cost of the contract extension shall not exceed \$40,000; and

**WHEREAS**, funds in the amount of \$40,000.00 are available for this expenditure in the account shown below:

**Department of Public Works/Administrative Services**

**Account #**  
01-201-31-433-314

**P.O #** 124981

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The contract with Nelson Westerberg of NJ, Inc. is extended month to month not to exceed three months and \$40,000.00.
2. The contract shall be effective as of May 15, 2017.
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(continued on page 3)

City Clerk File No. Res. 17-430Agenda No. 10.Z.33 MAY 10 2017

TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH NELSON WESTERBERG OF NJ, INC. FOR MOVING COMPANY SERVICES ON A MONTH TO MONTH EFFECTIVE MAY 15, 2017 NOT TO EXCEED THREE MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS /ADMINISTRATIVE SERVICES**

4. Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget.
5. This contract shall be subject to the condition that the consultant provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

PO NUMBER: 124981.

5/3/17. [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

[Signature] for Corporation Counsel

Certification Required ☒

Not Required ☐ APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rafael R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH NELSON WESTERBERG OF N.J., INC. FOR MOVING COMPANY SERVICES ON A MONTH TO MONTH EFFECTIVE MAY 15, 2017 NOT TO EXCEED THREE MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

**Project Manager**

Department/Division	Public Works	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@JCNJ.ORG

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**There exists a need for moving company services for various offices until the bid is awarded.**

**Cost (Identify all sources and amounts)**

Operating Account 01-201-31-433-314

Total Contract Amount = \$40,000.00

Temporary Encumbrance = \$3,000.00

**Contract term (include all proposed renewals)**

The term is month to month not to exceed three months from May. 15, 2017 – Aug. 14, 2017.

Type of award      Extension of a bid

If "Other Exception", enter type

**Additional Information**

*Bid reception is scheduled for May 16, 2017.*

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

05/03/17  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date

**CITY OF JERSEY CITY**394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

Assigned PO #

Requisition #

0179009

**Requisition****Vendor**  
NELSON-WESTERBERG OF NJ, INC  
180 MEISTER AVENUE  
SOMERVILLE NJ 08876**Dept. Bill To**  
ADMINISTRATIVE SERVICES  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305**Dept. Ship To**  
ADMINISTRATIVE SERVICES  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305**Contact Info**  
Steve  
2015474904

NE396120

SCAN TO  
MAY 2 2017  
PURCHASING

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	ENCUMBRANCY	01-201-31-433-314	.00	.00
		MOVING COMPANY SERVICES			
		MONTH TO MONTH NOT TO EXCEED THREE MONTHS			
		\$40,000.00			
		PPV'S			

1 T/E \$3,000.00

3,000.00

PLEASE SEND THE PURCHASE ORDER TO STEVE MILLER  
AND DO NOT MAIL

MAY 2 PM 2:56

\$ 3,000.00

Requisition Total .00

Req. Date: 04/26/2017

Requested By: STEVE

Buyer Id:

Approved By:

*Steve Miller**[Signature]*

5/2/17.

**This Is Not A Purchase Order**

## Silendra Baijnauth

---

**From:** Bhavini Doshi  
**Sent:** Wednesday, May 03, 2017 9:51 AM  
**To:** Steve Miller  
**Cc:** Hector Ortiz; Raymond Reddington; Peter Folgado; Silendra Baijnauth  
**Subject:** RE: Emailing: Resolution to extend Nelson Westerberg.docx

If only change was addition of the bid reception date it should be fine.

-----Original Message-----

**From:** Steve Miller  
**Sent:** Tuesday, May 02, 2017 1:45 PM  
**To:** Bhavini Doshi  
**Cc:** Hector Ortiz; Raymond Reddington; Peter Folgado; Silendra Baijnauth  
**Subject:** RE: Emailing: Resolution to extend Nelson Westerberg.docx

Please see attached. Kindly review and approve before I print on resolution paper.  
Thanks

Steve Miller  
Confidential Assistant  
Public Works Director's Office  
City of Jersey City  
13-15 Linden Avenue East  
Jersey City, N.J. 07305  
(201) 547-4904  
[Stevem@jcnj.org](mailto:Stevem@jcnj.org)

-----Original Message-----

**From:** Bhavini Doshi  
**Sent:** Thursday, April 27, 2017 3:05 PM  
**To:** Steve Miller  
**Cc:** Hector Ortiz; Raymond Reddington; Peter Folgado; Silendra Baijnauth  
**Subject:** RE: Emailing: Resolution to extend Nelson Westerberg.docx

See attached changes in clean and redline. Add in the date of the new bid reception.

-----Original Message-----

**From:** Steve Miller  
**Sent:** Thursday, April 27, 2017 12:57 PM  
**To:** Bhavini Doshi  
**Cc:** Hector Ortiz; Raymond Reddington; Peter Folgado; Silendra Baijnauth  
**Subject:** FW: Emailing: Resolution to extend Nelson Westerberg.docx

Per our discussion since Ray is not available please review the attached resolution for the next agenda meeting and advise if you approve.

Thank you for your assistance.

Steve Miller  
Confidential Assistant  
Public Works Director's Office  
City of Jersey City  
13-15 Linden Avenue East  
Jersey City, N.J. 07305

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

## Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jermaine D. Robinson

## Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:


☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
John Westerberg	1500 Arthur Avenue, Elk Grove Village, IL
Robert Westerberg	1500 Arthur Avenue, Elk Grove Village, IL
Steve Westerberg	1500 Arthur Avenue, Elk Grove Village, IL

## Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Nelson Westerberg


Signed:  Title: Director

Print Name: Keith DeLorenzo Date: 4/28/17

Subscribed and sworn before me this 28<sup>th</sup> day of

April, 2017

My Commission expires:

  
(Affiant)

(Print name & title of affiant) (Corporate Seal)

PAUL E. DELORENZO

AN ATTORNEY AT LAW OF NEW JERSEY

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name:	Nelson Westerberg		
Address:	180 Meister Avenue		
City:	Somerville	State:	NJ
		Zip:	08876

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature:

Keith DeLorezno  
Printed Name

Director  
Title

## Part II—Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Nelson Westerberg (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Nelson Westerberg (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Nelson Westerberg

Signed [Signature] Title: Director

Print Name: Keith DeLorenzo Date: 4/28/17

Subscribed and sworn before me  
this 28<sup>th</sup> day of April, 2017  
My Commission expires:

[Signature] (Affiant)  
(Print name & title of affiant) (Corporate Seal)

**PAUL E. DeLORENZO**  
**ATTORNEY AT LAW OF NEW JERSEY**

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Keith DeLorenzo / Director

Representative's Signature: \_\_\_\_\_

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800

Date: 4/28/17

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Nelson Westerberg  
Address : 180 Meister Avenue, Somerville, NJ 08876  
Telephone No. : 908-725-3800  
Contact Name : Keith DeLorenzo

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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Telephone No.: 908-725-3800

Contact Name: Keith DeLorenzo

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

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**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** NEWESCO, INC.  
**Trade Name:** NELSON WESTERBERG OF NEW JERSEY  
**Address:** 180 MEISTER AVENUE  
SOMERVILLE, NJ 08876-3465  
**Certificate Number:** 0842184  
**Effective Date:** April 28, 1995  
**Date of Issuance:** June 18, 2009

**For Office Use Only:**

20090618142256181

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL

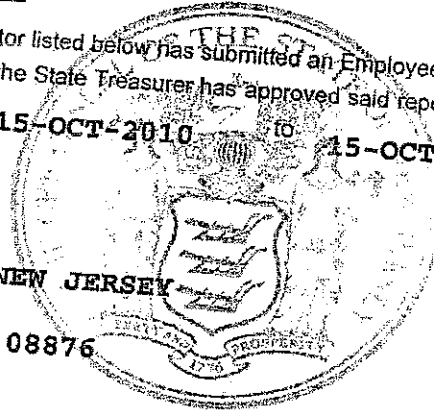
Certification 40799

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2010 to 15-OCT-2017

NELSON WESTERBERG OF NEW JERSEY  
180 MEISTER AVE  
SOMERVILLE

NJ 08876



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-431  
Agenda No. 10-Z-34  
Approved: MAY 10 2017  
TITLE:



**A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO PROVIDE INDEMNIFICATION TO CHICAGO TITLE INSURANCE COMPANY IN CONNECTION WITH CERTAIN OPEN JUDGMENTS AGAINST THE CITY OF JERSEY CITY IN CONNECTION WITH THE CONVEYANCE OF PROPERTY IDENTIFIED IN CITY TAX MAP AS BLOCK 21504 LOT 6 (65 PHILLIP STREET)**

**COUNCIL  
resolution:**

**offered and moved adoption of the following**

**WHEREAS**, the City of Jersey City ("City") conveyed property identified in the City tax map as Block 21504, Lot 6, 65 Phillip Street ("Property"), to the Jersey City Redevelopment Agency ("JCRA") located in the Liberty Harbor Redevelopment Area; and

**WHEREAS**, the Property was conveyed to Scitech Scity LLC ("Scitech") as the redeveloper in accordance with City Ordinance 17-023, adopted March 22, 2017 ("Ordinance");

**WHEREAS**, the conveyance of the property by the City and JCRA contained certain restrictive covenants in accordance with the City Ordinance;

**WHEREAS**, Scitech hired Chicago Title Insurance Company ("Chicago Title") to run title on the property in order to confirm marketable title on the property; and

**WHEREAS**, during the title search Chicago Title uncovered certain open judgments against the City, as further set forth in the lien/judgment search attached hereto as **Exhibit A**; and

**WHEREAS**, Chicago Title has advised the City that in order to insure title to the subject property it will require the City to indemnify Chicago Title in connection with the open judgments that were identified during the title search; and

**WHEREAS**, although judgments against a municipality do not constitute liens against municipal real property under Grosso v. City of Paterson, 59 N.J. Super. 412 (Law Div. 1960), aff'd 33 N.J. 477 (1960), Chicago Title has insisted on a formal indemnity agreement authorized by the governing body; and

**WHEREAS**, due to the importance of these transactions to the City and its agencies and the minimal risk to the City, the Corporation Counsel recommends that the Council authorize a formal indemnity agreement covering the open judgments; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Business Administrator or the Corporation Counsel, as appropriate, is authorized to:
  - a) execute an Indemnification Agreement with Chicago Title Insurance Company in order to indemnify Chicago Title Insurance Company against the attached judgments related to the City

TITLE:

**A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO PROVIDE INDEMNIFICATION TO CHICAGO TITLE INSURANCE COMPANY IN CONNECTION WITH CERTAIN OPEN JUDGMENTS AGAINST THE CITY OF JERSEY CITY IN CONNECTION WITH THE CONVEYANCE OF PROPERTY IDENTIFIED IN CITY TAX MAP AS BLOCK 21504 LOT 6 (65 PHILLIP STREET)**

- b) do any act or execute any other documents appropriate or necessary to implement the purposes of this resolution.
2. The Indemnification Agreement shall be in substantially the form attached subject to such minor modification as the Business Administrator or the Corporation Counsel deems appropriate or necessary.

BD  
5/04/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

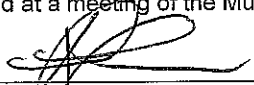
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



# EXHIBIT A

**CHICAGO TITLE INSURANCE COMPANY**

**TITLE NO: W01639**

State of New Jersey,  
County of HUDSON

**INDEMNITY AGREEMENT**

WHEREAS, Chicago Title Insurance Company, hereinafter referred to as (the "Company") is about to issue its title insurance policy or policies or commitments therefor, through its agent, Waterfront Title Agency, LLC, all hereinafter referred to as "the Title Insurance Policy", No. **W01639** in respect to the land to be known as Tax Lot 21504, in Block 6, City of Jersey City, County of Hudson and State of New Jersey New Jersey (the "Land"), as more particularly described therein;

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy a certain defect, encumbrance, adverse claim or other matter, hereinafter referred to as the "**Exception to Title**", more particularly described as follows; exception in Schedule B, Section 1, item 11 as it relates to Certain Judgments against the City of Jersey City as set forth in that certain Judgment Search updated through April 17, 2017 and prepared by \_\_\_\_\_, attached hereto as Exhibit A.

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the Land or to some part or parts thereof, or interests therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments," insuring against loss or damage by reason of the aforesaid;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned, jointly and severally, for itself, themselves, heirs, personal representatives, successors, and assigns do hereby covenant and agree with the Company: (1) to fully protect, defend, and save the Company harmless from and against the Exception to Title, in and from any and all loss, costs, damages, attorney's fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exception to Title, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exception to Title or any of them; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured against or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend

CHICAGO TITLE INSURANCE COMPANY  
INDEMNITY-- PAGE 2

if it so elects) in all litigation consisting of actions or proceedings based on the Exception to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; (3) to clear from the title to the land, by an instrument duly recorded in the land records of Hudson County, the said Exception to Title, on or before \_\_\_\_\_; and (4) each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

**IN WITNESS WHEREOF**, the undersigned have executed this Undertaking the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF JERSEY CITY

By: \_\_\_\_\_

*Issued by*  
**Waterfront Title Agency, LLC**  
**AGENT FOR CHICAGO TITLE INSURANCE COMPANY**

---

**COMMITMENT ENDORSEMENT**

**Re:** SCITECH SCITY LLC  
215 Communipaw Avenue  
Jersey City, NJ 07305

**Attached to and forming a part of W01639**

**Schedule A is amended to read:**

Item #1:	Commitment Date:	April 17, 2017
Item #2(a):	Insured Amount:	\$ TO BE ADVISED
	Proposed Insured:	SCITECH SCITY LLC

**Schedule B, Section I, Item C is amended to read:**

Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

- (i) Deed from The City of Jersey City to Jersey City Redevelopment Authority (as to Lot 6) to be recorded in Hudson County Clerk/Register's Office.
- (ii) Deed from Jersey City Municipal Utilities Authority F/K/A Jersey City Sewerage Authority to Jersey City Redevelopment Authority (as to Lots 4.01, 5 and 7) to be recorded in Hudson County Clerk/Register's Office.
- (iii) Deed from Jersey City Redevelopment Authority to SCITECH SCITY LLC (as to Lots 4.01, 5, 6 and 7) to be recorded in Hudson County Clerk/Register's Office.

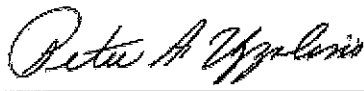
**Schedule B, Section II, is amended to include the following:**

Add Item #17: Terms, Conditions, Easements, and Restrictions, if any, as contained in the deeds about to be recorded.

This endorsement is made a part of the commitment. It is subject to all the terms of the commitment and prior endorsements. Except as expressly stated on this endorsement, the terms, dates, and the amount of the commitment and prior endorsements are not changed.

Dated: May 2, 2017

Chicago Title Insurance Company

  
\_\_\_\_\_  
Peter A. Uzzolino



NEW JERSEY SUPERIOR COURT,  
UNITED STATES DISTRICT COURT AND  
UNITED STATES BANKRUPTCY COURT

376-7512-11

RE: W01639

CERTIFIED TO:

WATERFRONT TITLE AGENCY LLC  
55 ESSEX ST  
PO BOX 769  
MILLBURN NJ 07041-

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

	FROM	TO
CITY OF JERSEY CITY (Entity)	03-11-1995	03-11-2015
*** With Judgments ***		

(SEE ATTACHED 4 PAGES)

DATED 03-11-2015  
TIME 08:45 AM

CHARLES JONES SEARCH  
PROVIDED BY  
SIGNATURE INFORMATION SOLUTIONS  
P.O. BOX 8488  
TRENTON, NJ 08650

RN15-074-01064 074 0996074 14

RN15-074-01064  
376-7512-11

RE: W01639

1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-143104-1996

CASE NUMBER: L-000259-93

DATE ENTERED: 08/08/96

DATE SIGNED: 03/25/96

TYPE OF ACTION: TORT CLAIM

VENUE: HUDSON

DEBT: \$ 56,250.00

CREDITOR(S):

ANNE E. WOODS

ATTORNEY: ADRIAN I. KARP

DEBTOR(S):

CITY OF JERSEY CITY

280 GROVE ST, JERSEY CITY, NJ

PLUS COSTS

-----  
JERSEY CITY CITY OF ADDED TO OUR INDEX.

\*\*\* End of Abstract \*\*\*

*Charles Jones*  
Established 1911

RN15-074-01064  
376-7512-11

RE: W01639

2

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-034503-2001

CASE NUMBER: L 004494 98

DATE ENTERED: 02/23/01

DATE SIGNED: 02/13/01

TYPE OF ACTION: OTHER

VENUE: HUDSON

DEBT: \$ 850,000.00

CREDITOR(S):

JAMELLAH ROWE

INFANT BY G/A/L

DARLENE LOVELESS

ATTORNEY: BLUME GOLDFADEN BERKOWITZ, ET AL

DEBTOR(S):

AZZAM BAKER MD

(No Address)

Satisfied 04/10/01

PLUS COSTS ISJ & DISBURSEMENTS

DEBT: \$ 850,000.00

CREDITOR(S):

JAMELLAH ROWE

INFANT BY G/A/L

DARLENE LOVELESS

DEBTOR(S):

JOSEPH NAZARETH MD

(No Address)

ATTORNEY: FRANCIS & OFARRELL

PLUS COSTS ISJ & DISBURSEMENTS

DEBT: \$ 1,300,000.00

CREDITOR(S):

JAMELLAH ROWE

INFANT BY G/A/L

DARLENE LOVELESS

DEBTOR(S):

CITY OF JERSEY CITY

(No Address)

PLUS COSTS ISJ & DISBURSEMENT

04-10-01 JUDGMENT SATISFIED AS TO AZZAM BAKER, MD.

\*\*\* End of Abstract \*\*\*

Charles Jones  
Established 1912

RN15-074-01064  
376-7512-11

RE: W01639

3

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-056199-2014 CASE NUMBER: L 002780 11  
DATE ENTERED: 03/25/14 DATE SIGNED: 11/22/13  
TYPE OF ACTION: OTHER  
VENUE: HUDSON

DEBT: \$ 150,498.92

CREDITOR(S):

VINCENT POOLS INC

ATTORNEY: KAPLIN STEWART MELOFF ET AL

DEBTOR(S):

APS CONTRACTORS INC

(No Address)

ATTORNEY: FRANZBLAU DRATCH

PLUS COSTS

-----  
DEBT: \$ 150,498.92

CREDITOR(S):

VINCENT POOLS INC

DEBTOR(S):

COLONIAL SURETY COMPANY INC

(No Address)

ATTORNEY: FRANZBLAU DRATCH

PLUS COSTS

-----  
DEBT: \$ 150,498.92

CREDITOR(S):

VINCENT POOLS INC

DEBTOR(S):

CITY OF JERSEY CITY

(No Address)

PLUS COSTS

-----  
DEBT: \$ 352,467.14

CREDITOR(S):

APS CONTRACTORS INC

ATTORNEY: FRANZBLAU DRATCH

DEBTOR(S):

CITY OF JERSEY CITY

(No Address)

PLUS COSTS

-----  
\*\*\* End of Abstract \*\*\*

*Charles Jones*  
Established 1912



RN15-074-01064  
376-7512-11

RE: W01639

4

UNITED STATES DISTRICT COURT

JUDGMENT NUMBER: CB-031932-1994

DATE ENTERED: 08/18/98

TYPE OF ACTION: CIVIL

CASE NUMBER: 94-3333

DAMAGES: \$ 11,931,650.00

CREDITOR(S):

PETER MOCCO

ATTORNEY: HELLRING, LINDEMAN, GOLDSTEIN, ET AL

DEBTOR(S):

CITY OF JERSEY CITY

(No Address)

-----  
JERSEY CITY CITY OF ADDED TO OUR INDEX.

\*\*\* End of Abstract \*\*\*

UNITED STATES DISTRICT COURT

JUDGMENT NUMBER: CV-002368-1997

DATE ENTERED: 06/30/98

TYPE OF ACTION: CIVIL

DAMAGES: \$ 17,500.00

CREDITOR(S):

BRENT JAMES

ATTORNEY: ROBERT LEVY

DEBTOR(S):

FRANK D'AGOSTA

(No Address)

-----  
A/F: \$ 4,515.00  
FILE DATE: 10/13/99

CREDITOR(S):

JAMES BRENT

DEBTOR(S):

CITY OF JERSEY CITY

(No Address)

FRANK D'AGOSTA

(No Address)

BRIAN ANGLIN

(No Address)

-----  
JERSEY CITY CITY OF ADDED TO OUR INDEX.

\*\*\* End of Abstract \*\*\*

*Charles Jones*  
Enrolled 1991



NEW JERSEY SUPERIOR COURT,  
UNITED STATES DISTRICT COURT AND  
UNITED STATES BANKRUPTCY COURT

376-7512-11

RE: W01639

CERTIFIED TO:

WATERFRONT TITLE AGENCY LLC  
55 ESSEX ST  
PO BOX 769  
MILLBURN NJ 07041-

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

		FROM	TO
JERSEY CITY SEWERAGE AVENUE	(Entity)	03-11-1995	03-11-2015
*** Name is CLEAR ***			
JERSEY CITY SEWERAGE AVE.	(Entity)	03-11-1995	03-11-2015
*** Name is CLEAR ***			

DATED 03-11-2015  
TIME 08:45 AM

CHARLES JONES SEARCH  
PROVIDED BY  
SIGNATURE INFORMATION SOLUTIONS  
P.O. BOX 8488  
TRENTON, NJ 08650

RN15-074-01066 074 0996074 14



NEW JERSEY SUPERIOR COURT,  
UNITED STATES DISTRICT COURT AND  
UNITED STATES BANKRUPTCY COURT

376-7512-11

RE: W01639

CERTIFIED TO:

WATERFRONT TITLE AGENCY LLC  
55 ESSEX ST  
PO BOX 769  
MILLBURN NJ 07041-

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

	FROM	TO
JERSEY CITY SEWERAGE AUTHORITY (Entity)	04-09-1995	04-09-2015
*** Name is CLEAR ***		

DATED 04-09-2015  
TIME 08:45 AM

RN15-103-04206 103 0906103 14

CHARLES JONES SEARCH  
PROVIDED BY  
SIGNATURE INFORMATION SOLUTIONS  
P.O. BOX 8488  
TRENTON, NJ 08650

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-432  
Agenda No. 10.Z.35  
Approved: MAY 10 2017  
TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, the Municipal Council of the City of Jersey City adopted Resolution #15.767 on October 28, 2015 ratifying and authorizing a professional services agreement with Brach Eichler in the amount of \$50,000 to represent Mayor Steven Fulop; Robert Kakoleski, Business Administrator; Philip Zacche, Chief of Police; Joseph Connors, Deputy Chief of Police and the City of Jersey City (City) who were named in a Complaint filed by David Goldrich in United States District Court, District of New Jersey alleging political retaliation and violation of his civil rights; and

**WHEREAS**, Resolution 16.485, approved July 13, 2016, amended and reauthorized the professional services contract effective July 13, 2016 to Brach Eichler for an additional twelve months and an additional \$75,000 for a total contract amount not to exceed \$125,000; and

**WHEREAS**, the lawsuit is still ongoing and the contract funds have been expended and it is necessary for the City to amend its professional services contract with Brach Eichler to increase it by an additional \$125,000 for a total contract amount not to exceed \$250,000; and

**WHEREAS**, this resolution and the agreement amendment itself will be made available for public inspection; and

**WHEREAS**, \$180,178 was paid out to Brach Eichler and the remaining funds of \$69,822 will be made available in account no. 17-01-201-23-210-312.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Brach Eichler is hereby amended to increase the contract amount by an additional \$125,000.00 for a total contract amount of \$250,000.
2. The Mayor or Business Administrator is hereby authorized to execute the agreement amendment in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

I hereby certify that there are sufficient funds in the amount of \$69,822 are available in Account No.: 17-01-201-23-210-312 for payment of this resolution. **PO#125042**

  
Donna Mauer, Chief Financial Officer

City Clerk File No. Res. 17-432Agenda No. 10-Z.35 MAY 10 2017

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH  
BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT  
KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE;  
JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY  
IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.**

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

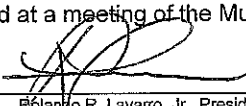
APPROVED 9-0

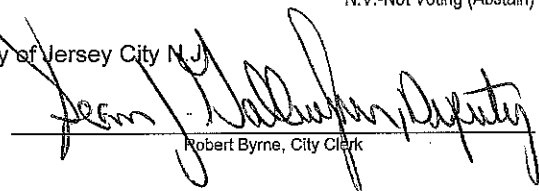
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This is a contract amendment for additional funds for the representation of various defendants in a complaint filed by David Goldrich against Mayor Steven Fulop, Robert Kakoleski, Business Administrator; Philip Zaccche, Chief of Police; Joseph Connors, Deputy Chief of Police and the City of Jersey City in the United States District Court alleging political retaliation and violation of his civil rights.

**Cost (Identify all sources and amounts)**

Insurance All Departments 17-01-201-23-210-312

**Contract term (include all proposed renewals)**

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC. TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.**

This Amendment of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Jersey City ("City") and Brach Eichler, LLC. ("Brach Eichler").

**WHEREAS**, Resolution 15.767 approved on October 28, 2015 ratified and authorized a professional services agreement with Brach Eichler in the amount of \$50,000 for a term of twelve months to represent Mayor Steven Fulop; Robert Kakoleski, Business Administrator; Philip Zacche, Chief of Police; Joseph Connors, Deputy Chief of Police and the City of Jersey City (City) who were named in a Complaint filed by David Goldrich in United States District Court, District of New Jersey alleging political retaliation and violation of his civil rights; and

**WHEREAS**, Resolution 16.485, approved July 13, 2016, amended and reauthorized the professional services contract effective July 13, 2016 to Brach Eichler for an additional twelve months and increased the contract amount by an additional \$75,000 for a total contract amount not to exceed \$125,000; and

**WHEREAS**, the lawsuit is still ongoing and the contract funds have been expended and it is necessary for the City to amend its professional services contract with Brach Eichler to increase it by an additional \$125,000 for a total contract amount not to exceed \$250,000.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein the parties agree to as follows:

1. The amount of the contract is increased by an additional \$125,000 for a total contract amount of \$250,000.
2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Brach Eichler dated July 13, 2016 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Brach Eichler, have executed this Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**ROBERT KAKOLESKI**  
Business Administrator

**ATTEST:**

**BRACH EICHLER**

\_\_\_\_\_

\_\_\_\_\_



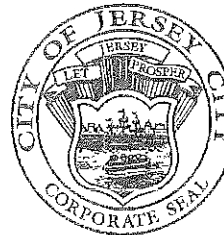
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-433

Agenda No. 10.Z.36

Approved: MAY 10 2017

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM BCB BANK

**COUNCIL AS WHOLE**  
**Resolution:**

**Offered and moved adoption of the following**

**WHEREAS**, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

**WHEREAS**, the City of Jersey City accepted token gifts such as pens and paper from BCB Bank to be given to the seniors at their Mother's Day Brunch to be held at Maureen Collier and Joseph Connors Senior Centers on May 20, 2017.

**WHEREAS**, the City of Jersey City is desirous of accepting this gift.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The acceptance of a donation valued at two hundred twenty five dollars (\$225) from BCB Bank in token gifts to the Seniors at the Joseph Connors Senior Center, which is under the Department of Health & Human Services; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks BCB Bank for their generosity.

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required ☒

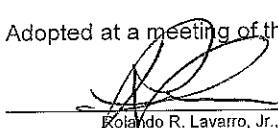
APPROVED 9-0

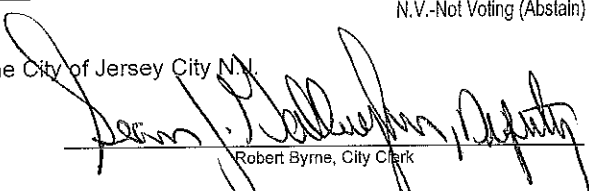
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-10-2017											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

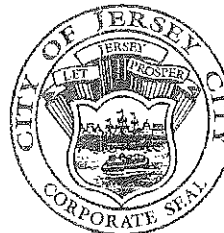
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-434

Agenda No. 10.2.37

Approved: MAY 10 2017

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM LEE SIMS CHOCOLATES

**COUNCIL AS WHOLE**  
**Resolution:**

**Offered and moved adoption of the following**

**WHEREAS**, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

**WHEREAS**, the City of Jersey City accepted 250 individual chocolate roses from Lee Sims Chocolates to be given to the seniors at their Mothers Day Parties to be held at Maureen Collier and Joseph Connors Senior Centers on May 20, 2017.

**WHEREAS**, the City of Jersey City is desirous of accepting this gift.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The acceptance of a donation valued at two hundred fifty dollars (\$250) to be used to provide Chocolate roses to the Seniors at the Joseph Connors Senior Center, which is under the Department of Health & Human Services; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks Lee Sims for their generosity.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan  
for Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-10-2017											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-435  
Agenda No. 10.Z.38  
Approved: MAY 10 2017  
TITLE:



Recognizing May 19<sup>th</sup> as

## Endangered Species Day

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Endangered Species Day** was first declared in 2006 by the United States Congress and is meant to serve as a day of celebration of wildlife and wild places all over the country; and,

**WHEREAS, Endangered Species Day** is an opportunity for people of all ages to learn about the importance of protecting endangered species as well as the everyday actions they can take to help protect those species under threat of extinction; and,

**WHEREAS, every year on the third Friday in May, zoos, aquariums, parks, botanical gardens, wildlife refuges, museums, schools, community centers, conservation groups, and other organizations throughout the country hold tours, special speaker presentations, exhibits, children's activities and more to celebrate Endangered Species Day; and,**

**WHEREAS, the City of Jersey City is very supportive of the protection of endangered species and the places they call home; and**

**WHEREAS, the State of New Jersey is home to a diverse range of unique animals and plants, including 43 rare and endangered animal species, several of which have a presence in Jersey City including our nation's symbol, the Bald Eagle;**

**NOW THEREFORE BE IT RESOLVED,** that the Municipal Council of the City of Jersey City hereby recognizes the third Friday in May, occurring this year on the date of **May 19<sup>th</sup> 2017, as Endangered Species Day.**

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_ for Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

\_\_\_\_\_ Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_ Robert Byrne, City Clerk